

1 STATE OF CONNECTICUT
2 CONNECTICUT SITING COUNCIL

3
4 DOCKET NO. 516

5 An Application from The United Illuminating
6 Company (UI) for a Certificate of Environmental
7 Compatibility and Public Need for the Fairfield to
8 Congress Railroad Transmission Line 115-kV Rebuild
9 Project that consists of the relocation and
10 rebuild of its existing 115-kilovolt (kV) electric
11 transmission lines from the railroad catenary
12 structures to new steel monopole structures and
13 related modifications along approximately 7.3
14 miles of the Connecticut Department of
15 Transportation's Metro-North Railroad corridor
16 between Structure B648S located east of Sasco
17 Creek in Fairfield and UI's Congress Street
18 Substation in Bridgeport, and the rebuild of two
19 existing 115-kV transmission lines along 0.23 mile
20 of existing UI right-of-way to facilitate
21 interconnection of the rebuilt 115-kV electric
22 transmission lines at UI's existing Ash Creek,
23 Resco, Pequonnock and Congress Street Substations
24 traversing the municipalities of Bridgeport and
25 Fairfield, Connecticut

VIA ZOOM AND TELECONFERENCE

Continued Public Hearing held on Tuesday,
October 17, 2023, beginning at 2 p.m.,
via remote access.

H e l d B e f o r e:
JOHN MORISSETTE, Presiding Officer

Reporter: Lisa L. Warner, CSR #061

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5 **QUAT NGUYEN, Designee for**
6 **Commissioner Katie Dykes, Department**
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1 MR. MORISSETTE: This continued
2 evidentiary hearing session is called to order
3 this Tuesday, October 17, 2023, at 2 p.m. My name
4 is John Morissette, member and presiding officer
5 of the Connecticut Siting Council.

6 If you haven't done so already, I ask
7 that everyone please mute their computer audio and
8 telephones now. A copy of the prepared agenda is
9 available on the Council's Docket No. 516 webpage,
10 along with the record of this matter, the public
11 hearing notice, instructions for public access to
12 this remote public hearing, and the Council's
13 Citizens Guide to Siting Council Procedures.

14 Other members of the Council are Mr.
15 Silvestri, Mr. Nguyen, Mr. Golembiewski and Mr.
16 Hannon. Members of the staff are Executive
17 Director Melanie Bachman, Siting Analyst Michael
18 Perrone and Fiscal Administrative Officer Lisa
19 Fontaine.

20 This evidentiary session is a
21 continuation of the public hearings held on July
22 25, 2023 and August 29, 2023. It is held pursuant
23 to the provisions of Title 16 of the Connecticut
24 General Statutes and of the Uniform Administrative
25 Procedure Act upon an application from The United

1 Illuminating Company for a Certificate of
2 Environmental Compatibility and Public Need for
3 the Fairfield to Congress Railroad Transmission
4 Line 115-kV Rebuild Project that consists of the
5 relocation and rebuild of its existing
6 115-kilovolt electric transmission lines from the
7 railroad catenary structures to new steel monopole
8 structures and related modifications along
9 approximately 7.3 miles of the Connecticut
10 Department of Transportation's Metro-North
11 Railroad corridor between Structure B648S located
12 east of Sasco Creek in Fairfield and UI's Congress
13 Street Substation in Bridgeport, and the rebuild
14 of two existing 115-kV transmission lines along
15 0.23 mile of existing UI right-of-way to
16 facilitate interconnection of the rebuilt 115-kV
17 electric transmission lines at UI's existing Ash
18 Creek, Resco, Pequonnock and Congress Street
19 Substations traversing the municipalities of
20 Bridgeport and Fairfield, Connecticut.

21 A verbatim transcript will be made
22 available of this hearing and deposited with the
23 City Clerk's Office in Bridgeport and the Town
24 Clerk's Office in Fairfield for the convenience of
25 the public.

1 The Council will take a 10 to 15 minute
2 break at a convenient juncture at around 3:30 p.m.

3 We have several motions to take care of
4 this afternoon. Attorney Bachman.

5 MS. BACHMAN: Thank you, Mr.
6 Morissette. On the hearing program under B,
7 Motions, the first motion is Southport
8 Congregational Church requests intervenor and CEPA
9 intervenor status, dated October 12, 2023. And
10 staff recommends approval.

11 MR. MORISSETTE: Thank you, Attorney
12 Bachman. Is there a motion?

13 MR. SILVESTRI: I'll move to grant
14 approval, Mr. Morissette.

15 MR. MORISSETTE: Thank you, Mr.
16 Silvestri. Is there a second?

17 MR. HANNON: Second.

18 MR. MORISSETTE: Thank you, Mr. Hannon.
19 We have a motion by Mr. Silvestri and a second by
20 Mr. Hannon to approve intervenor and CEPA
21 intervenor status for Southport Congregational
22 Church. We'll now move to discussion.

23 Mr. Silvestri, any discussion?

24 MR. SILVESTRI: No discussion. Thank
25 you.

1 MR. MORISSETTE: Mr. Nguyen, any
2 discussion?

3 MR. NGUYEN: I have no discussion.
4 Thank you.

5 MR. MORISSETTE: Thank you. Mr.
6 Golembiewski, any discussion?

7 MR. GOLEMBIEWSKI: No discussion.
8 Thank you.

9 MR. MORISSETTE: Thank you. Mr.
10 Hannon?

11 MR. HANNON: No discussion. Thank you.

12 MR. MORISSETTE: Thank you. And I have
13 no discussion. We'll now move to the vote.

14 Mr. Silvestri, how do you vote?

15 MR. SILVESTRI: Vote to approve. Thank
16 you.

17 MR. MORISSETTE: Mr. Nguyen?

18 MR. NGUYEN: Vote to approve. Thank
19 you.

20 MR. MORISSETTE: Mr. Golembiewski?

21 MR. GOLEMBIEWSKI: Vote to approve.
22 Thank you.

23 MR. MORISSETTE: Mr. Hannon?

24 MR. HANNON: Vote to approve. Thank
25 you.

1 MR. MORISSETTE: Thank you. And I vote
2 to approve. We have a unanimous decision, the
3 Southport Congregational Church request for
4 intervenor and CEPA intervenor status is approved.

5 Moving on to Motion Number 2. Attorney
6 Bachman.

7 MS. BACHMAN: Thank you, Mr.
8 Morissette. Motion Number 2 is the Pequot Library
9 Association request for intervenor and CEPA
10 intervenor status, dated October 12, 2023. And
11 staff recommends approval.

12 MR. MORISSETTE: Thank you, Attorney
13 Bachman. Is there a motion?

14 MR. GOLEMBIEWSKI: I'll make a motion
15 to approve. Oh, sorry, go ahead, Quat.

16 MR. NGUYEN: No, go ahead. I'll second
17 it.

18 MR. MORISSETTE: I have a motion by Mr.
19 Golembiewski and a second by Mr. Nguyen to approve
20 the Pequot Library Association's request for
21 intervenor and CEPA intervenor status. We will
22 now move to discussion.

23 Mr. Silvestri, any discussion?

24 MR. SILVESTRI: No discussion. Thank
25 you.

1 MR. MORISSETTE: Thank you. Mr.
2 Nguyen?

3 MR. NGUYEN: No discussion. Thank you.

4 MR. MORISSETTE: Thank you. Mr.
5 Golembiewski?

6 MR. GOLEMBIEWSKI: No discussion.
7 Thank you.

8 MR. MORISSETTE: Thank you. Mr.
9 Hannon?

10 MR. HANNON: I have no discussion.
11 Thank you.

12 MR. MORISSETTE: Thank you. And I have
13 no discussion. We'll now move to the vote.

14 Mr. Silvestri, how do you vote?

15 MR. SILVESTRI: I vote to approve.
16 Thank you.

17 MR. MORISSETTE: Thank you. Mr.
18 Nguyen?

19 MR. NGUYEN: Vote to approve.

20 MR. MORISSETTE: Thank you. Mr.
21 Golembiewski?

22 MR. GOLEMBIEWSKI: Vote to approve.
23 Thank you.

24 MR. MORISSETTE: Thank you. Mr.
25 Hannon?

1 MR. HANNON: Vote to approve. Thank
2 you.

3 MR. MORISSETTE: And I also vote to
4 approve. We have a unanimous decision. The
5 Pequot Library Association's request for
6 intervenor and CEPA intervenor status is approved.

7 Moving on to Motion Number 3, Attorney
8 Bachman.

9 MS. BACHMAN: Thank you, Mr.
10 Morissette. Motion Number 3 is the Trinity
11 Episcopal Church requests intervenor and CEPA
12 intervenor status, dated October 12, 2023. And
13 staff recommends approval.

14 MR. MORISSETTE: Thank you, Attorney
15 Bachman. Is there a motion?

16 MR. NGUYEN: I'll make a motion for
17 approval.

18 MR. MORISSETTE: Thank you, Mr. Nguyen.
19 And second?

20 MR. HANNON: Second.

21 MR. MORISSETTE: Thank you, Mr. Hannon.
22 We have a motion by Mr. Nguyen and a second by Mr.
23 Hannon to approve Trinity Episcopal Church's
24 request for intervenor and CEPA intervenor status.
25 We'll now move on to discussion.

1 Mr. Silvestri, any discussion?
2 MR. SILVESTRI: No discussion. Thank
3 you.
4 MR. MORISSETTE: Mr. Nguyen?
5 MR. NGUYEN: No discussion. Thank you.
6 MR. MORISSETTE: Thank you. Mr.
7 Golembiewski?
8 MR. GOLEMBIEWSKI: No discussion.
9 Thank you.
10 MR. MORISSETTE: Thank you. Mr.
11 Hannon?
12 MR. HANNON: I have no discussion.
13 Thank you.
14 MR. MORISSETTE: Thank you. And I have
15 no discussion. I'll now move to the vote.
16 Mr. Silvestri, how do you vote?
17 MR. SILVESTRI: Vote to approve. Thank
18 you.
19 MR. MORISSETTE: Thank you. Mr.
20 Nguyen?
21 MR. NGUYEN: Vote to approve. Thank
22 you.
23 MR. MORISSETTE: Mr. Golembiewski?
24 MR. GOLEMBIEWSKI: Vote to approve.
25 Thank you.

1 MR. MORISSETTE: Mr. Hannon?

2 MR. HANNON: Vote to approve. Thank
3 you.

4 MR. MORISSETTE: And I also vote for
5 approval. We have a unanimous decision. The
6 approval of Trinity Episcopal Church's request for
7 intervenor status and CEPA intervenor status is
8 approved.

9 Moving on to Motion Number 4, Attorney
10 Bachman.

11 MS. BACHMAN: Thank you, Mr.
12 Morissette. Motion Number 4 is Sasquanaug
13 Association for Southport Improvement, Inc.
14 request for intervenor and CEPA intervenor status,
15 dated October 12, 2023. And staff recommends
16 approval with a grouping of the four intervenors
17 that would be granted intervenor status with the
18 existing Southport Environmental Neighborhood
19 Trust Group, as well as the three LLC Intervenors
20 that were existing from the group that were taken
21 over by Attorney Coppola to be also part of the
22 SCNET grouping along with these four, Mr.
23 Morissette. Thank you.

24 MR. MORISSETTE: Thank you, Attorney
25 Bachman. Is there a motion?

1 MR. SILVESTRI: Mr. Morissette, I'll
2 move to approve the request as well as the
3 grouping.

4 MR. MORISSETTE: Thank you, Mr.
5 Silvestri. Is there a second?

6 MR. GOLEMBIEWSKI: I'll second.

7 MR. MORISSETTE: Thank you, Mr.
8 Golembiewski. We have a motion by Mr. Silvestri
9 to approve the intervenor status request and the
10 grouping identified by Attorney Bachman, and we
11 have a second by Mr. Golembiewski. We'll now move
12 to discussion.

13 Mr. Silvestri, any discussion?

14 MR. SILVESTRI: No discussion. Thank
15 you.

16 MR. MORISSETTE: Thank you.
17 Mr. Nguyen?

18 MR. NGUYEN: No discussion. Thank you.

19 MR. MORISSETTE: Mr. Golembiewski?

20 MR. GOLEMBIEWSKI: No discussion.
21 Thank you.

22 MR. MORISSETTE: Thank you. Mr.
23 Hannon?

24 MR. HANNON: No discussion. Thank you.

25 MR. MORISSETTE: Thank you. And I have

1 no discussion. We'll now move to the vote.

2 Mr. Silvestri, how do you vote?

3 MR. SILVESTRI: I vote to approve.

4 Thank you.

5 MR. MORISSETTE: Thank you.

6 Mr. Nguyen?

7 MR. NGUYEN: Vote to approve. Thank
8 you.

9 MR. MORISSETTE: Thank you. Mr.
10 Golembiewski?

11 MR. GOLEMBIEWSKI: Vote to approve.
12 Thank you.

13 MR. MORISSETTE: Thank you. Mr.
14 Hannon?

15 MR. HANNON: Vote to approve. Thank
16 you.

17 MR. MORISSETTE: Thank you. And I also
18 vote to approve. We have an unanimous decision.
19 The request for intervenor and CEPA status and the
20 proposed grouping are approved.

21 Moving on to Motion Number 5, Attorney
22 Bachman.

23 MS. BACHMAN: Thank you, Mr.
24 Morissette. Motion Number 5 is Superior Plating
25 Company's request for intervenor and CEPA

1 intervenor status, dated October 13, 2023. And
2 staff recommends approval.

3 MR. MORISSETTE: Thank you, Attorney
4 Bachman. Is there a motion?

5 MR. NGUYEN: I'll move the motion to
6 approve.

7 MR. GOLEMBIEWSKI: I'll make a motion
8 to approve -- I'll second.

9 MR. MORISSETTE: Very good. We have
10 Mr. Nguyen making a motion, and we have a second
11 by Mr. Golembiewski to approve the request by
12 Superior Plating Company's request for intervenor
13 and CEPA intervenor status. We'll now move to
14 discussion.

15 Mr. Silvestri, any discussion?

16 MR. SILVESTRI: No discussion. Thank
17 you.

18 MR. MORISSETTE: Thank you.
19 Mr. Nguyen?

20 MR. NGUYEN: No discussion. Thank you.

21 MR. MORISSETTE: Mr. Golembiewski?

22 MR. GOLEMBIEWSKI: No discussion.
23 Thank you.

24 MR. MORISSETTE: Mr. Hannon?

25 MR. HANNON: I have no discussion.

1 Thank you.

2 MR. MORISSETTE: Thank you. And I have
3 no discussion. We'll now move to the vote.

4 Mr. Silvestri, how do you vote?

5 MR. SILVESTRI: I vote to approve.

6 Thank you.

7 MR. MORISSETTE: Thank you. Mr.
8 Nguyen?

9 MR. NGUYEN: Vote to approve. Thank
10 you.

11 MR. MORISSETTE: Thank you. Mr.
12 Golembiewski?

13 MR. GOLEMBIEWSKI: Vote to approve.

14 Thank you.

15 MR. MORISSETTE: Thank you. Mr.
16 Hannon?

17 MR. HANNON: Vote to approve. Thank
18 you.

19 MR. MORISSETTE: And I vote to approve.
20 We have a unanimous decision. Superior Plating
21 Company's request for intervenor and CEPA
22 intervenor status is approved.

23 Moving on to agenda Item Number 6,
24 Attorney Bachman.

25 MS. BACHMAN: Thank you, Mr.

1 Morissette. Motion Number 6 is Stephen F.
2 Boccarossa's request for intervenor and CEPA
3 intervenor status, dated October 13, 2023. And
4 staff recommends approval.

5 MR. MORISSETTE: Thank you, Attorney
6 Bachman. Is there a motion?

7 MR. HANNON: I'll move to approve the
8 request.

9 MR. MORISSETTE: Thank you, Mr. Hannon.
10 Is there a second?

11 MR. SILVESTRI: I'll second, Mr.
12 Morissette.

13 MR. MORISSETTE: Thank you, Mr.
14 Silvestri. We have a motion by Mr. Hannon to
15 approve the request for intervenor status and CEPA
16 intervenor status, and we have a second by Mr.
17 Silvestri. Now we'll move to discussion.

18 Mr. Silvestri, any discussion?

19 MR. SILVESTRI: No discussion. Thank
20 you.

21 MR. MORISSETTE: Mr. Nguyen?

22 MR. NGUYEN: No discussion. Thank you.

23 MR. MORISSETTE: Mr. Golembiewski?

24 MR. GOLEMBIEWSKI: No discussion.

25 Thank you.

1 MR. MORISSETTE: Thank you. Mr.
2 Hannon?

3 MR. HANNON: I have no discussion.
4 Thank you.

5 MR. MORISSETTE: Thank you. And I have
6 no discussion. We'll now move to the vote.

7 Mr. Silvestri, how do you vote?

8 MR. SILVESTRI: I vote to approve.
9 Thank you.

10 MR. MORISSETTE: Mr. Nguyen?

11 MR. NGUYEN: Vote to approve. Thank
12 you.

13 MR. MORISSETTE: Thank you. Mr.
14 Golembiewski?

15 MR. GOLEMBIEWSKI: Vote to approve.
16 Thank you.

17 MR. MORISSETTE: Mr. Hannon?

18 MR. HANNON: Vote to approve. Thank
19 you.

20 MR. MORISSETTE: Thank you. And I vote
21 to approve. We have a unanimous decision. The
22 request for intervenor and CEPA status is
23 approved.

24 Moving on to Motion Number 7, Attorney
25 Bachman.

1 MS. BACHMAN: Thank you, Mr.
2 Morissette. Motion Number 7 is James Sherwood
3 Bok's request for intervenor and CEPA intervenor
4 status, dated October 13, 2023. Staff recommends
5 approval, and if approved, grouping Mr. Bok with
6 Mr. Boccarossa and the existing Grouped LLCs that
7 are represented by Attorney Russo. Thank you.

8 MR. MORISSETTE: Thank you, Attorney
9 Bachman. Is there a motion?

10 MR. GOLEMBIEWSKI: I'll make a motion
11 to approve both the request for intervenor and
12 CEPA status and the suggested grouping.

13 MR. MORISSETTE: Thank you, Mr.
14 Golembiewski. Is there a second?

15 MR. HANNON: Second.

16 MR. MORISSETTE: Thank you, Mr. Hannon.
17 We have a motion by Mr. Golembiewski to approve
18 the request of James Sherwood Bok for intervenor
19 and CEPA intervenor status and the grouping as
20 suggested by Attorney Bachman, and we have a
21 second by Mr. Hannon. We'll now move to
22 discussion.

23 Mr. Silvestri, any discussion?

24 MR. SILVESTRI: No discussion. Thank
25 you.

1 MR. MORISSETTE: Thank you.
2 Mr. Nguyen?
3 MR. NGUYEN: No discussion. Thank you.
4 MR. MORISSETTE: Thank you. Mr.
5 Golembiewski?
6 MR. GOLEMBIEWSKI: No discussion.
7 Thank you.
8 MR. MORISSETTE: Thank you. Mr.
9 Hannon?
10 MR. HANNON: I have no discussion.
11 Thank you.
12 MR. MORISSETTE: Thank you. And I have
13 no discussion. We'll now move to the vote.
14 Mr. Silvestri, how do you vote?
15 MR. SILVESTRI: I vote to approve.
16 Thank you.
17 MR. MORISSETTE: Okay. Mr. Nguyen?
18 MR. NGUYEN: Vote to approve. Thank
19 you.
20 MR. MORISSETTE: Mr. Golembiewski?
21 MR. GOLEMBIEWSKI: Vote to approve.
22 Thank you.
23 MR. MORISSETTE: Mr. Hannon?
24 MR. HANNON: Vote to approve. Thank
25 you.

1 MR. MORISSETTE: Thank you. And I also
2 vote to approve. The motion passes. James
3 Sherwood Bok's request for intervenor and CEPA
4 intervenor status and the grouping is approved.

5 Moving on to Motion Number 8, Attorney
6 Bachman.

7 MS. BACHMAN: Thank you, Mr.
8 Morissette. I'm going to recommend that we take
9 up Items Number 8 and 9 together. Number 8 is
10 SCNET, Incorporated's motion to amend the
11 schedule, dated October 13, 2023. And Motion
12 Number 9 is the Town of Fairfield's motion to
13 amend the schedule, dated October 16, 2023.

14 On August 29th the town requested an
15 additional evidentiary hearing to be held 45 days
16 from the August 29th evidentiary hearing. The
17 Council granted the request for a continued
18 evidentiary hearing to be held today, October
19 17th.

20 On September 15th, the town submitted a
21 motion for a continuance requesting the continued
22 evidentiary hearing be held during the week of
23 January 8th of 2024. On September 18th the
24 Grouped LLC Intervenors joined in the town's
25 motion and also claimed that the Council failed to

1 provide proper notice of the application and the
2 public hearings held on it.

3 On September 28th the Council granted
4 the motion in part for a continued evidentiary
5 hearing to be held on November 16, 2023, and
6 denied the motion in part on the claims the
7 Council failed to provide proper notice of the
8 application and the hearings held on it. At that
9 time, the Council issued a revised schedule and
10 noted further extension requests would not be
11 considered.

12 On October 13th and 16th, the Grouped
13 LLC Intervenors and the town submitted mirror
14 image motions to amend the schedule requesting the
15 continued evidentiary hearing be held during the
16 week of January 8, 2024.

17 It is evident that the hearing most
18 likely will not close today or possibly won't
19 close on November 16th. However, the Council's
20 deadline for a decision in this matter is March
21 17, 2024. The first hearing was held on July 25,
22 2023.

23 Now, under our regulations the Council
24 can add parties and intervenors during the
25 pendency of any proceeding, and this Council was

1 rather generous in granting intervenor requests.
2 However, any person who is granted intervenor
3 status in the midst of a proceeding is responsible
4 for obtaining and reviewing all of the materials
5 for the proceeding thus far.

6 Therefore, knowing we will likely have
7 another hearing after November 16th to a date that
8 will be announced once we see how far we get that
9 day, staff recommends this motion to amend the
10 schedule for a continued evidentiary hearing to
11 January 8th of 2024 be denied. Thank you.

12 MR. MORISSETTE: Thank you, Attorney
13 Bachman. Is there a motion on Motions 8 and 9
14 combined together?

15 Attorney Coppola, this is not the
16 proper time to ask questions. Thank you.

17 MR. SILVESTRI: Mr. Morissette, I'll
18 move to deny both motions to amend the schedule.

19 MR. MORISSETTE: Thank you, Mr.
20 Silvestri. Is there a second?

21 MR. GOLEMBIEWSKI: I'll second.

22 MR. MORISSETTE: Thank you, Mr.
23 Golembiewski. We have a motion by Mr. Silvestri
24 to deny the motion to amend the schedule, and we
25 have a second by Mr. Golembiewski. We'll now move

1 to discussion.

2 Mr. Silvestri, any discussion?

3 MR. SILVESTRI: Thank you, Mr.
4 Morissette. Attorney Bachman summed it up well,
5 but I will reemphasize that when we granted the
6 last motion for continuance, we indicated that no
7 more extensions would be considered. Thank you.

8 MR. MORISSETTE: Thank you, Mr.
9 Silvestri.

10 Mr. Nguyen, any discussion?

11 MR. NGUYEN: (No response.)

12 MR. MORISSETTE: Mr. Nguyen, any
13 discussion?

14 MR. NGUYEN: Mr. Morissette, my
15 apology. I was on mute. So there will be no
16 hearing scheduled on the 8th, and I missed the
17 last part from Attorney Bachman. I apologize.

18 MR. MORISSETTE: Attorney Bachman
19 indicated that we granted an additional hearing
20 date of November 16th, and that most likely we
21 will have another hearing, but we would need to
22 conclude the hearings by the end of December with
23 a March 17th deadline for a decision.

24 Attorney Bachman, did I miss anything?

25 MS. BACHMAN: You did not miss

1 anything, Mr. Morissette. I think what Mr. Nguyen
2 was referring to was the January 8, 2024 date, and
3 that date was denied.

4 MR. MORISSETTE: Thank you, Attorney
5 Bachman. And thank you, Mr. Nguyen.

6 Anything else, Mr. Nguyen?

7 MR. NGUYEN: So there will be possibly
8 another hearing that will be held in January?

9 MR. MORISSETTE: Possibly in December
10 depending how far we get by November 16th.

11 MR. NGUYEN: Okay. Thank you very
12 much.

13 MR. MORISSETTE: Thank you. Mr.
14 Golembiewski, any discussion?

15 MR. GOLEMBIEWSKI: I have no
16 discussion. Thank you.

17 MR. MORISSETTE: Thank you. Mr.
18 Hannon, any discussion?

19 MR. HANNON: I have no discussion.
20 Thank you.

21 MR. MORISSETTE: Thank you. Just one
22 comment. I agree with Mr. Silvestri, we addressed
23 this and we indicated that no requests will be
24 considered, so therefore we will not consider it.
25 We'll now move to the vote.

1 Mr. Silvestri, how do you vote?

2 MR. SILVESTRI: I vote to approve the
3 motion to deny. Thank you.

4 MR. MORISSETTE: Thank you. Mr.
5 Nguyen, how do you vote?

6 MR. NGUYEN: I disagree, and I believe
7 that -- I hope there will be another hearing. So
8 with the motion before us, I am voting to deny.
9 Thank you.

10 MR. MORISSETTE: Very good. Mr.
11 Golembiewski?

12 MR. GOLEMBIEWSKI: Vote to approve the
13 motion.

14 MR. MORISSETTE: Thank you. Mr.
15 Hannon?

16 MR. HANNON: Vote to approve the
17 motion. Thank you.

18 MR. MORISSETTE: Thank you. And I vote
19 to approve the motion to deny. We have four to
20 deny -- four to approve and one for denial. The
21 motion to deny is approved. Thank you.

22 That concludes our motions for this
23 afternoon. We'll now move on to the continued
24 appearance by BJ's Wholesale Club, Inc. In
25 accordance with the Council's August 30, 2023

1 continued evidentiary hearing memo, we will
2 continue with the appearance of the party, BJ's
3 Wholesale Club, Inc. to verify the new exhibits
4 marked as Roman Numeral III, Items B-3 through 5
5 on the hearing program.

6 Attorney Casagrande, please begin by
7 identifying the new exhibits you have filed in
8 this matter and verifying the exhibits by the
9 appropriate sworn witness.

10 MR. CASAGRANDE: Yes. Mr. Morissette,
11 could I ask for a procedural privilege that I'd
12 like my associate, Mr. Mortelliti, to address
13 before getting into the exhibits?

14 MR. MORISSETTE: Certainly. Attorney
15 Mortelliti, please.

16 MR. MORTELLITI: Good afternoon,
17 Chairman Morissette, and good afternoon members of
18 the Siting Council. For the record, my name is
19 Joseph Mortelliti with Cramer & Anderson on behalf
20 of BJ's Wholesale Club, Incorporated. As the
21 Council is aware, our office had previously filed
22 a motion for protective order to keep certain
23 information that BJ's had filed in this docket
24 confidential and proprietary. We had submitted
25 certain information. There was some prefile

1 testimony associated with those exhibits. I want
2 to just make sure that procedurally we're all on
3 the same page at this time.

4 My first comment would be prefiled
5 testimony was uploaded to the Council website, it
6 was not redacted, although the Late-Filed exhibits
7 were redacted. I think in the spirit of the
8 protective order and for purposes of keeping this
9 information confidential and privileged, I would
10 ask that the Council either redact the prefile
11 testimony because it's technically now publicly
12 disclosed or that the testimony itself could be
13 removed. And I'm specifically referring to
14 Mr. Netreba's testimony that was filed on October
15 3rd with the Siting Council.

16 And if I can go on, I suspect also that
17 when Mr. Netreba is being cross-examined by UI on
18 the Late-File exhibits, I imagine that any
19 transcript that's produced will be redacted so
20 that, again, that's not publicly accessible. And
21 I just want to make sure the Council can speak to
22 this issue ahead of time before Mr. Netreba
23 testifies. UI certainly has access to this
24 information. They did sign the nondisclosure
25 agreement which accompanied our motion for

1 protective order, but as to other parties, I
2 haven't received any other signed nondisclosure
3 agreements. So I would ask the Council just to
4 clarify on the record that in fact all that
5 concerns BJ's Late-Filed exhibits will be kept
6 privileged and confidential.

7 And then lastly, in terms of
8 Mr. Natreba testifying today, I know there's a
9 number of people logged into the hearing, but if
10 he's going to be cross-examined by UI on the
11 Late-File exhibits, again, by virtue of
12 Mr. Natreba speaking in this forum, confidential
13 information will then be made open to public
14 consumption, and I think it's only fair to BJ's
15 that that not be allowed. So I just wanted the
16 Council to articulate how they plan on handling
17 the exhibits and the testimony relative to the
18 nondisclosure and the motion for protective order
19 given the fact that we're now in the public forum.
20 So if I'm unclear just let me know, but that's my
21 procedural request today.

22 MR. MORISSETTE: Thank you, Attorney
23 Mortelliti.

24 Attorney Bachman, do you have any
25 comments on this matter?

1 MS. BACHMAN: Thank you, Mr.
2 Morissette. I do have some comments on the
3 matter. I just want to clarify, Attorney
4 Mortelliti, that the prefiled testimony of Patrick
5 Netreba dated October 3rd that is posted on the
6 Council's website should have been further
7 redacted than it is because the gas station is
8 blocked out.

9 MR. MORTELLITI: That's correct,
10 Attorney Bachman, the gas station site plan is
11 blocked out, but the testimony of Mr. Netreba
12 pertains to that site plan, so we see it as one in
13 the same. They're very much intertwined, his
14 testimony and the document and the site plan
15 itself as the exhibit. So we would ask that the
16 prefile testimony also be redacted. I imagine
17 that could be arranged somehow. If you need us to
18 refile that testimony, we can redact it ourselves
19 for ease of the Council, but we would ask that the
20 testimony itself be redacted.

21 MR. MORISSETTE: Anything else,
22 Attorney Bachman?

23 MS. BACHMAN: I don't expect that
24 Attorney McDermott had any questions on the
25 protected portions of the material that are

1 subject to the protective order at this time, but
2 I'd like to ask Attorney McDermott. Certainly he
3 didn't expect to ask questions on confidential
4 information during a public hearing. Is that
5 correct, Attorney McDermott?

6 MR. MORISSETTE: Attorney McDermott?

7 MR. McDERMOTT: Good afternoon. That
8 is correct, Attorney Bachman. Thank you.

9 MR. MORISSETTE: Okay. So considering
10 that the cross-examination of the protected
11 material may not occur this afternoon, and if it
12 does, we will address it when it does occur -- if
13 and when it does occur. And if you would like the
14 testimony to be also protected, my suggestion is
15 that you refile the material as protected, and we
16 can replace the material on the website with the
17 refiling of the material as you wish to protect.

18 Does that cover everything, Attorney
19 Mortelliti?

20 MR. MORTELLITI: Thank you, Mr.
21 Morissette, for those comments. And we will
22 certainly refile that prefile testimony, and we
23 will redact it ourselves to save the Council the
24 time.

25 My only other question would be as to,

1 I guess, again, Attorney McDermott said that he
2 has no intention of asking any questions on
3 proprietary and confidential info, but I guess to
4 the extent that somehow information does come up
5 over the course of the proceedings that I suspect,
6 if it is on record, then the transcript as to that
7 information will either be sealed or redacted as
8 well. Is that correct? I'm just asking for some
9 clarification.

10 MR. MORISSETTE: I'll ask Attorney
11 Bachman how that is typically handled. I have not
12 addressed this issue in the past.

13 Attorney Bachman.

14 MS. BACHMAN: Thank you, Mr.
15 Morissette. We have addressed this issue in the
16 past in Docket 488 in Kent, and certainly we had
17 Attorney Casagrande with us at that time. And if
18 there are questions on the confidential
19 information, a request for a closed hearing should
20 be submitted by the party who seeks to ask the
21 questions if they can't be asked under seal and in
22 an interrogatory in writing, but the answers are
23 also provided under seal in writing if they are
24 subject to materials that are in the protective
25 order.

1 MR. MORTELLITI: Thank you, Attorney
2 Bachman.

3 MR. MORISSETTE: Very good. Does that
4 clear everything up?

5 MR. MORTELLITI: Yes, Mr. Morissette.
6 I thank the Council for their clarifications and
7 explanations.

8 MR. MORISSETTE: Very good. Thank you.
9 Very good. Attorney Casagrande, please
10 continue.

11 MR. CASAGRANDE: Yes, Mr. Morissette.
12 My understanding is that Mr. Netreba's Late-File
13 testimony basically consists of three documents.
14 One is his narrative testimony regarding the gas
15 station issue. He also submitted a proprietary
16 chart showing the average number of daily truck
17 trips in a specified period of time, and he also
18 attached a site plan showing at least the
19 conceptual plan for the gas station. Are those
20 the three exhibits that you're referring to, Mr.
21 Morissette, that you wanted to cover with him?

22 MR. MORISSETTE: Yes.

23 MR. CASAGRANDE: Thank you.

24 MR. MORISSETTE: That is correct. The
25 October 3rd Late-File exhibit redacted and the

1 prefiled testimony and the protective order.

2 MR. CASAGRANDE: Okay. So is the
3 protective order, should I make that an exhibit or
4 is that already in the file?

5 MR. MORISSETTE: That is considered
6 Exhibit Number 5.

7 MR. CASAGRANDE: Exhibit Number 5,
8 okay.

9 MR. MORISSETTE: So 3 is a Late-File
10 exhibit, 4 is the prefile testimony, and 5 is the
11 protective order.

12 MR. CASAGRANDE: Got it. What was 4
13 again, Mr. Morissette? I'm sorry.

14 MR. MORISSETTE: Prefile testimony of
15 Patrick Netreba.

16 MR. CASAGRANDE: Okay. May I call
17 Mr. Netreba, please?

18 MR. MORISSETTE: Yes.

19 MR. CASAGRANDE: Should he be sworn in,
20 Mr. Morissette?

21 MR. MORISSETTE: He was sworn in the
22 last time, so he's still under oath.

23 MR. CASAGRANDE: Okay. Thank you.

24 P A T R I C K N E T R E B A,
25 having been previously duly sworn by Attorney

1 Bachman, continued to testify on his oath as
2 follows:

3 DIRECT EXAMINATION

4 MR. CASAGRANDE: Okay. Thank you.

5 Good afternoon, Mr. Netreba. I just want to
6 direct your attention to the prefiled --

7 Late-Filed exhibits that Mr. Morissette referred
8 to. Number 5 is the protective order, which I
9 think -- I don't think I need to have you verify
10 that, right, Mr. Morissette, it's a matter of
11 record, correct, just move it's admission?

12 MR. MORISSETTE: Well, he's the witness
13 supporting it, so he would have to.

14 DIRECT EXAMINATION

15 MR. CASAGRANDE: Okay. Mr. Netreba,
16 did you help in the preparation of the motion for
17 protective order that is Late-Filed Exhibit III-5?

18 THE WITNESS (Netreba): Yes.

19 MR. CASAGRANDE: And does that fairly
20 and accurately describe the terms of the
21 protective order that the Council has approved?

22 THE WITNESS (Netreba): Yes.

23 MR. CASAGRANDE: Do you have any
24 changes you want to make to it?

25 THE WITNESS (Netreba): No, sir.

1 MR. CASAGRANDE: Do you adopt that as
2 your understanding of the terms of the protective
3 order?

4 THE WITNESS (Netreba): Yes.

5 MR. CASAGRANDE: Okay. I move the
6 admission of the protective order, Mr. Morissette.

7 MR. MORISSETTE: Thank you. Let's see,
8 Vincent McDermott, is he here this afternoon?

9 MR. CASAGRANDE: I believe so, Mr.
10 Morissette, yes.

11 MR. MORISSETTE: Attorney Bachman, do
12 you recall, has he been sworn in?

13 MS. BACHMAN: I'm uncertain if he's
14 been previously sworn in, Mr. Morissette, but I
15 will defer to Attorney Casagrande. If he needs
16 him to be sworn in to be cross-examined as a
17 witness, we can certainly make arrangements.

18 MR. CASAGRANDE: I don't think he's
19 been sworn in, and I don't feel the need to have
20 him sworn in. I don't intend to ask him any
21 questions.

22 MR. MORISSETTE: Very good. If the
23 need arises, then we'll address it when it comes
24 up.

25 MR. CASAGRANDE: All right.

1 MR. MORISSETTE: Very good. Thank you.
2 Does any party or intervenor object to the
3 admission of BJ's Wholesale Club, Inc.'s new
4 exhibits?

5 Attorney McDermott?

6 MR. McDERMOTT: No objection, Mr.
7 Morissette. Thank you.

8 MR. MORISSETTE: Thank you. Attorney
9 Coppola?

10 MR. COPPOLA: No objection.

11 MR. MORISSETTE: Thank you. Attorney
12 Russo?

13 MR. RUSSO: No objection. Thank you.

14 MR. MORISSETTE: Thank you. Attorney
15 Schaefer?

16 MR. SCHAEFER: No objection. Thank
17 you.

18 MR. MORISSETTE: Thank you. Attorney
19 Herbst?

20 MR. HERBST: No objection.

21 MR. MORISSETTE: Thank you. Attorney
22 Hoffman?

23 MR. HOFFMAN: No objection. Thank you.

24 MR. MORISSETTE: Thank you. The
25 exhibits are hereby admitted. We will then --

1 MR. CASAGRANDE: Mr. Morissette, I'm
2 sorry to interrupt, but when you say "the
3 exhibits," are you referring to not only the
4 protective order but also the narrative prefile
5 testimony, Late-File testimony of Mr. Netreba and
6 the site plan and the chart showing the
7 proprietary information?

8 MR. MORISSETTE: That is correct,
9 Exhibits Number 3, 4 and 5.

10 MR. CASAGRANDE: Thank you.

11 (BJ's Wholesale Club, Inc. Exhibits
12 III-B-3 through III-B-5: Received in evidence -
13 described in index.)

14 MR. MORISSETTE: Thank you. We will
15 begin with cross-examination of BJ's Wholesale
16 Club by Sasco Creek Neighborhood Environmental
17 Trust Group by Attorney Coppola.

18 Attorney Coppola?

19 MR. COPPOLA: No questions at this
20 time.

21 MR. MORISSETTE: Thank you. We'll
22 continue with cross-examination of BJ's Wholesale,
23 Club, Inc. by the Grouped LLC Intervenors.
24 Attorney Russo?

25 MR. RUSSO: No questions. Thank you.

1 MR. MORISSETTE: Thank you. We'll
2 continue with cross-examination of BJ's Wholesale
3 Club by Fairfield Station Lofts. Attorney
4 Schaefer?

5 MR. SCHAEFER: No questions at this
6 time. Thank you.

7 MR. MORISSETTE: Thank you. We will
8 continue with cross-examination of BJ's Wholesale
9 Club by the Town of Fairfield. Attorney Herbst?

10 MR. HERBST: No questions at this time.
11 Thank you.

12 MR. MORISSETTE: Very good. Thank you.
13 We will continue with cross-examination of BJ's
14 Wholesale Club by Superior Plating Company.
15 Attorney Hoffman?

16 MR. HOFFMAN: No questions, Mr.
17 Morissette. Thank you.

18 MR. MORISSETTE: Thank you. We'll
19 continue with cross-examination of BJ's Wholesale
20 Club, Inc. by the Council on the new exhibits.

21 Mr. Perrone?

22 MR. PERRONE: Thank you, Mr.
23 Morissette.

24 CROSS-EXAMINATION

25 MR. PERRONE: Mr. Netreba, if Pole 723S

1 is located completely within the railroad
2 right-of-way, would that be disruptive to your
3 future gas station project?

4 THE WITNESS (Netreba): Good afternoon,
5 Mr. Perrone. I think it's a function of where the
6 easement for the pole lies, sir. So if the pole
7 was certainly within our property line, it would
8 be disruptive. And if it was off our property,
9 not locus, if you will, but the maintenance
10 easement that goes with it or the other easements,
11 the work plan, the work pad, the other things that
12 have been described to me are within our property,
13 they could impact us, yes, sir.

14 MR. PERRONE: Have you reviewed UI's
15 Late-File 2-3 with various configurations?

16 THE WITNESS (Netreba): I think so.
17 You're talking 2-3-1, sir?

18 MR. PERRONE: Yes.

19 THE WITNESS (Netreba): Yes, we have
20 received that, and I believe there are three pages
21 to the PDF. Yes, we have reviewed it.

22 MR. PERRONE: Okay. Does BWC have a
23 preferred configuration based on those in 2-3?

24 THE WITNESS (Netreba): I would prefer
25 to see that the maintenance easement, the yellow

1 boxes on the plan, are not within my property line
2 at all, sir. So the answer to your question is
3 no.

4 MR. PERRONE: Okay. And do you have an
5 approximate timeline on the gas station project or
6 approximately when construction would commence on
7 that?

8 THE WITNESS (Netreba): We do not.

9 MR. PERRONE: Thank you. That's all I
10 have for BWC.

11 MR. MORISSETTE: Thank you, Mr.
12 Perrone. We'll now continue with
13 cross-examination by Mr. Silvestri.

14 Mr. Silvestri.

15 MR. SILVESTRI: Thank you, Mr.
16 Morissette.

17 Just a quick follow-up to what Mr.
18 Perrone had mentioned. The locations that were
19 proposed by UI, you wouldn't have a problem with
20 them off your property, but the issue would be the
21 maintenance area that would be on your property.
22 Do I have that correct?

23 THE WITNESS (Netreba): That's correct,
24 Mr. Silvestri. The yellow boxes shown on the
25 plan, the proposed temporary work/pulling

1 construction area, particularly the ones that are
2 located within the movements that we previously
3 described to you all in our loading dock via, I
4 think it's called the truck turn exhibit, we need
5 every square inch of that area, as you can see
6 from that exhibit, to maneuver our trucks, hence
7 -- and while I appreciate the reduction in space
8 that UI has made here, I sincerely do, it still
9 has the potential to impact us. So I'd like to
10 see that area completely removed from our space
11 and perhaps put on the adjacent steel property.

12 MR. SILVESTRI: Very good. Thank you
13 for your response.

14 Mr. Morissette, that's all I had.
15 Thank you.

16 MR. MORISSETTE: Thank you, Mr.
17 Silvestri. We'll now continue with Mr. Nguyen
18 followed by Mr. Golembiewski.

19 Mr. Nguyen.

20 MR. NGUYEN: Thank you, Mr. Morissette.

21 Mr. Netreba, to the extent that you are
22 concerned about the maintenance -- assuming that
23 the structure is away from BJ's property line, are
24 you concerned about the maintenance part that
25 could interfere with the gas operation?

1 THE WITNESS (Netreba): Let's just take
2 a step back there, Mr. Nguyen. The maintenance
3 easement, the yellow boxes shown on the plan, in
4 those -- sorry, I'm muting myself. I apologize.
5 UI could have a truck, a crane, a piece of
6 equipment in there, sir, that could block our
7 loading operations and our truck access to our
8 loading dock which is shown in the exhibit that UI
9 prepared 2-3-1. And as I mentioned before to the
10 prior question, we need every square inch of space
11 to maneuver our trucks back there. It's extremely
12 tight. That's just the nature of this site.
13 That's just how it is. So the hope is, is that
14 that maintenance area can be removed from our
15 property and located elsewhere to satisfy the
16 concern.

17 MR. NGUYEN: Now, along the lines other
18 than the maintenance part, where the construction
19 of it, would that interfere with the gas
20 operation?

21 THE WITNESS (Netreba): I'm sorry, the
22 gas operation is a future business unit that we're
23 considering, sir. It does not, it doesn't exist
24 right now. We would like to install a gas
25 station. But right now we're concerned with our

1 club's, ours store's operation at the loading
2 dock. So I just don't want you to blend the gas
3 with the loading operation, although the gas
4 station would be impacted potentially if it were
5 to be constructed. I hope I'm answering your
6 question.

7 MR. NGUYEN: You mentioned that the gas
8 operation, there's no plan at this time. And I'm
9 just curious as to let's say the construction
10 started before the gas operation was in place,
11 would that be moot then?

12 THE WITNESS (Netreba): I'm sorry, I
13 don't understand your question. If construction
14 started before, construction of the UI
15 improvements were started before the gas station
16 was in place, is that what you're asking, sir?

17 MR. NGUYEN: That's correct.

18 THE WITNESS (Netreba): The
19 construction of UI's improvements here have
20 significant impacts to our developable development
21 area where we could develop on this property based
22 on their easements as well as the temporary bonnet
23 removal work pad, the other yellow and blue boxes
24 as shown on Exhibit 2-3-1. That would impact us
25 from a development perspective, our rights to

1 build because of the new easement that would be in
2 place. From a constructability standpoint, if we
3 were trying to construct at the same time that
4 they were building, yes there would be impacts,
5 yes there would be problems, yes it would be very
6 difficult. In the future tense, if the station
7 were to open, it would present issues for us
8 potentially if there were other works that
9 happened in those areas that disrupted the flow of
10 vehicles and people and what have you. So I hope
11 I'm answering your question.

12 MR. NGUYEN: Thank you. That's all I
13 have, Mr. Morissette. Thank you.

14 MR. MORISSETTE: Thank you, Mr. Nguyen.
15 We'll now continue with Mr. Golembiewski followed
16 by Mr. Hannon.

17 Mr. Golembiewski.

18 MR. GOLEMBIEWSKI: I do not have any
19 questions for this witness. Thank you.

20 MR. MORISSETTE: Thank you, Mr.
21 Golembiewski. We'll now continue with Mr. Hannon
22 followed by myself.

23 Mr. Hannon.

24 MR. HANNON: I'm sorry, I do not have
25 any questions at this time. Thank you.

1 MR. MORISSETTE: Thank you. I just
2 have one follow-up question. I would like to go
3 to the drawing on Late-File Exhibit 2-3-1C. I
4 just want to make sure that we're all clear as to
5 what is meant by the maintenance easement and what
6 is meant by the, I'll say, the construction
7 easement. Is what you're referring to for the
8 maintenance of the easement is the yellow with the
9 dashed lines, is that your understanding?

10 THE WITNESS (Netreba): Yellow with the
11 dashed lines, sir, I believe is the proposed
12 temporary equipment access pad.

13 MR. MORISSETTE: The proposed temporary
14 work pulling construction areas is the solid
15 yellow lines?

16 THE WITNESS (Netreba): That's correct,
17 yes.

18 MR. MORISSETTE: Right. But the
19 permanent easement is relating to the --

20 THE WITNESS (Netreba): That's the
21 black dashed line --

22 MR. MORISSETTE: Got you.

23 THE WITNESS (Netreba): -- I believe.

24 MR. MORISSETTE: Yes, I think you are
25 correct. Okay. That's helpful. I'll also ask UI

1 to clarify what they're meaning here so that -- so
2 you're referring to the black dashed line when you
3 say the maintenance easement?

4 THE WITNESS (Netreba): That's correct,
5 yes. I'm referring to both. I'm referring to the
6 black dashed line, Chairman Morissette, as well as
7 the yellow solid boxes and I guess the blue solid
8 boxes proposed or shown on the plan.

9 MR. MORISSETTE: Very good. Thank you
10 for that clarification.

11 We'll now continue with
12 cross-examination of BJ's Wholesale Club by the
13 applicant on the new exhibits.

14 Attorney McDermott, good afternoon.

15 MR. McDERMOTT: Good afternoon, Mr.
16 Morissette. Thank you. I believe I'd like to
17 begin with a request for a supplement to the
18 Late-File that BJ's has filed, and I believe I can
19 explain why without violating the confidential
20 nature of the document. It appears to the company
21 that the Late-File that was provided provides
22 truck count by week for the period September 2022
23 through December 2022. And I know that because
24 the second column is entitled calendar week and it
25 has week 34, 35, all the way through 47. I'm

1 assuming that's the calendar weeks.

2 And if I refer you, Mr. Morissette, to
3 the Council's August 30, 2023 memorandum
4 concerning today's hearing and the last hearing in
5 September, BJ's Late-File exhibit was to provide a
6 90-day truck delivery log for the Fairfield BJ's
7 store. And I did check the transcript, and I'm
8 pretty clear that my request was for 90
9 consecutive days, not a 90-day period divided out
10 by weeks. And I believe the staff and Attorney
11 Bachman captured my request in the August 30th
12 memo, but for the sake of clarity, I guess I'd ask
13 BJ's to revise the exhibit that they provided, and
14 rather than providing the truck count by week to
15 provide it by day for a 90-day period.

16 And since it appears to me that they
17 may have selected a particularly busy period of
18 the calendar year given the fact they went from
19 September through the holiday season, I'd request
20 that the 90-day period begin, let's say, yesterday
21 and go back 90 days rather than choosing what I
22 think is probably an advantageous period in terms
23 of BJ's representation of the number of deliveries
24 a day.

25 MR. MORISSETTE: Thank you, Attorney

1 McDermott.

2 Attorney Casagrande, any comments on
3 that?

4 MR. CASAGRANDE: I don't have any
5 problem with us filing a Late-File showing it day
6 by day, but, you know, we're trying to be
7 forthright in this exhibit by focusing on the
8 parts of the year when it is most -- there is the
9 most activity there. That's the part that most
10 affects BJ's operations. So I'm not sure of the
11 efficacy of just starting arbitrarily yesterday
12 and going back into August. I think that skews
13 what we're trying to show the Council.

14 MR. MORISSETTE: Thank you. Does
15 somebody have a comment?

16 MR. McDERMOTT: I was only going to
17 rebut that, Mr. Morissette, if you like, otherwise
18 I can stand at ease.

19 MR. MORISSETTE: Please stand at ease.
20 Thank you.

21 Does your witness have an issue with
22 providing that information?

23 MR. CASAGRANDE: Let me ask him, Mr.
24 Morissette.

25 Do you have any issue with a daily

1 breakdown for 90 days?

2 THE WITNESS (Netreba): Thank you,
3 Attorney Casagrande. To be quite honest with you,
4 Mr. Morissette, I'm not sure if we can break it
5 down any further than that granularity there based
6 on the system, to be perfectly honest. I'd have
7 to check on that internally. I don't know if
8 that's possible, sir.

9 MR. MORISSETTE: Okay. Well, if you
10 could check on it, I think I would like to see
11 that as well. I would hope that you'd have logs
12 of daily activity. And let's go back 90 days from
13 yesterday. I do see Attorney Casagrande's point
14 that the dates that were shown for the weekly I
15 would think would be the busiest part of the year,
16 but anyways, if you could go back and review your
17 data and see if you could provide it as requested
18 by Attorney McDermott that would complete the
19 record. Thank you.

20 Attorney McDermott, anything else?

21 MR. McDERMOTT: No. Thank you, Mr.
22 Morissette. All set.

23 MR. MORISSETTE: Okay. Does that
24 conclude your cross-examination?

25 MR. McDERMOTT: Yes, sir, it does.

1 MR. MORISSETTE: Very good. Thank you.

2 Okay. In accordance with the Council's
3 August 30, 2023 continued evidentiary hearing
4 memo, we will continue with the appearance of the
5 applicant for verification of the new exhibits and
6 cross-examination of the applicant by the parties
7 and intervenors to be followed by the
8 cross-examination of the applicant on the new
9 exhibits by the Council and BJ's Wholesale Club,
10 Inc. We'll continue with the appearance of the
11 Applicant, the United Illuminating Company, to
12 verify the new exhibits marked Roman Numerals II,
13 Items B-14 through 18 on the hearing program.

14 Attorney McDermott, please begin by
15 identifying the new exhibits you have filed in
16 this matter and verifying the exhibits by the
17 appropriate sworn witnesses.

18 MR. McDERMOTT: Thank you, Mr.
19 Morissette. I would like to note one correction
20 to the hearing program which I failed to inform
21 Council staff of which is that sworn witness
22 number 10, Mr. Ragozzine, is no longer with the
23 company and will no longer obviously be testifying
24 on the witness panel. I do note, however, all of
25 the other witnesses identified in paragraph C are

1 present today and have previously been sworn.

2 C O R R E N E A U E R ,

3 T O D D B E R M A N ,

4 A Z I Z C H O U H D E R Y ,

5 S H A W N C R O S B I E ,

6 B E N J A M I N C O T T S ,

7 L E S L I E D O W N E Y ,

8 B R I A N G A U D E T ,

9 D A V I D R . G E O R G E ,

10 Z A C H A R Y L O G A N ,

11 M A T T H E W P A R K H U R S T ,

12 A N N E T T E P O T A S Z ,

13 M E E N A S A Z A N O W I C Z ,

14 D A V I D E . L E S L I E ,

15 M A T T H E W S C U L L Y ,

16 having been previously duly sworn by Attorney
17 Bachman, continued to testify on their
18 oaths as follows:

19 DIRECT EXAMINATION

20 MR. McDERMOTT: So with that, I'd ask
21 Ms. Auer, regarding Applicant's Exhibit Number 14,
22 which is your prefile testimony dated October 3,
23 2023, are you familiar with that document?

24 THE WITNESS (Auer): Yes, I am.

25 MR. McDERMOTT: And did you prepare

1 that document?

2 THE WITNESS (Auer): Yes, I did.

3 MR. McDERMOTT: And do you have any
4 changes to it today?

5 THE WITNESS (Auer): No, I don't.

6 MR. McDERMOTT: And do you adopt that
7 as an exhibit here today?

8 THE WITNESS (Auer): Yes, I do.

9 THE WITNESS: Thank you. And Mr.
10 Parkhurst, regarding Applicant Exhibit Number 15,
11 which your prefile testimony dated October 3,
12 2023, did you prepare that document?

13 THE WITNESS (Parkhurst): Yes, I did.

14 MR. McDERMOTT: And do you have any
15 revisions or changes to that document?

16 THE WITNESS (Parkhurst): No, I don't.

17 MR. McDERMOTT: And do you adopt that
18 as an exhibit here today?

19 THE WITNESS (Parkhurst): Yes, I do.

20 MR. McDERMOTT: Thank you. And
21 Ms. Sazanowicz, regarding Applicant Exhibit Number
22 16, which is your prefile testimony dated October
23 3, 2023, did you prepare that document?

24 THE WITNESS (Sazanowicz): Yes, I did.

25 MR. McDERMOTT: And do you have any

1 revisions thereto?

2 THE WITNESS (Sazanowicz): No, I do
3 not.

4 MR. McDERMOTT: And do you adopt that
5 as an exhibit here today?

6 THE WITNESS (Sazanowicz): Yes, I do.

7 MR. McDERMOTT: And Mr. Crosbie, are
8 you familiar with Applicant Exhibit Number 17,
9 which is the company's responses to the Fairfield
10 Station Lofts' interrogatories dated October 3,
11 2023?

12 THE WITNESS (Crosbie): Yes, I am.

13 MR. McDERMOTT: And did you prepare or
14 oversee the preparation of that document?

15 THE WITNESS (Crosbie): Yes I did.

16 MR. McDERMOTT: And do you have any
17 changes or revisions to that document?

18 THE WITNESS (Crosbie): No, I don't.

19 MR. McDERMOTT: And do you adopt that
20 as an exhibit here today?

21 THE WITNESS (Crosbie): I do.

22 MR. McDERMOTT: And finally, Mr.
23 Crosbie, regarding Applicant Exhibit Number 18,
24 which is the Late-Filed exhibits also dated
25 October 3, 2023, did you prepare or oversee the

1 preparation of that document?

2 THE WITNESS (Crosbie): Yes, I did.

3 MR. McDERMOTT: And do you have any
4 changes or revisions to the Late-File exhibits?

5 THE WITNESS (Crosbie): No, I do not.

6 MR. McDERMOTT: And do you adopt those
7 as an exhibit here today?

8 THE WITNESS (Crosbie): I do.

9 MR. McDERMOTT: Thank you. With that,
10 Mr. Morissette, I'd ask that Applicant's Exhibits
11 Number 14 through 18 be admitted as exhibits in
12 the proceeding.

13 MR. MORISSETTE: Thank you, Attorney
14 McDermott. Attorney McDermott, is there anybody
15 on your witness panel that needs to be sworn in?
16 Have they all been previously sworn in?

17 MR. McDERMOTT: They've all been
18 previously sworn in. No one needs to be sworn
19 today.

20 MR. MORISSETTE: Very good. As a
21 reminder everyone, you're all under oath.

22 Okay. With that, does any party or
23 intervenor object to the admission of the
24 Applicant's new exhibits? Attorney Casagrande?

25 MR. CASAGRANDE: No, Mr. Morissette.

1 MR. MORISSETTE: Thank you. Attorney
2 Coppola?

3 MR. COPPOLA: No, Mr. Morissette.

4 MR. MORISSETTE: Thank you. Attorney
5 Russo?

6 MR. RUSSO: No objection. Thank you.

7 MR. MORISSETTE: Thank you. Attorney
8 Herbst?

9 MR. HERBST: No objection.

10 MR. MORISSETTE: And Attorney Hoffman?

11 MS. PHILLIPS: This is Attorney Perry
12 Phillips. Attorney Hoffman had to leave the call.
13 No objection.

14 MR. MORISSETTE: Thank you, Attorney
15 Phillips. Therefore, the exhibits are hereby
16 admitted.

17 (Applicant's Exhibits II-B-14 through
18 II-B-18: Received in evidence - described in
19 index.)

20 MR. MORISSETTE: We will begin with
21 cross-examination of the Applicant by Sasco Creek
22 Environmental Trust, et al, by Attorney Coppola.
23 Attorney Coppola?

24 MR. COPPOLA: No.

25 MR. MORISSETTE: Do you have any

1 questions for the applicant?

2 MR. COPPOLA: No. No questions at this
3 time. Thank you.

4 MR. MORISSETTE: Very good. Thank you.
5 We'll continue cross-examination of the Applicant
6 by the Grouped LLC Intervenors. Attorney Russo?

7 MR. RUSSO: No questions at this time.
8 Thank you.

9 MR. MORISSETTE: Thank you. We'll
10 continue with cross-examination of the Applicant
11 by Fairfield Station Lofts. Attorney Schaefer?

12 MR. SCHAEFER: Yes. Thank you, Mr.
13 Morissette. I do have some questions for the
14 applicant.

15 MR. MORISSETTE: Very good. Please
16 continue.

17 CROSS-EXAMINATION

18 MR. SCHAEFER: Thank you. For the
19 record, my name is John Schaefer from Robinson &
20 Cole, and I represent Fairfield Station Lofts,
21 LLC. And FSL is the owner of the parcel labeled
22 SAS-1754 in the application which is located
23 between Tours P689S and P690S. So for UI first,
24 on behalf of FSL, I want to thank UI for its
25 responses to the interrogatories and for hearing

1 FSL's concerns regarding the location of the
2 tower, the conductors and the work pad and
3 providing workable solutions. As a result, our
4 questions here today will focus more on the
5 permanent easement than anything else.

6 And so I will start by asking the panel
7 if anyone is familiar with property SAS-1754, as
8 identified in UI's application?

9 THE WITNESS (Berman): I'm going to ask
10 Annette Potasz to speak to that, please.

11 THE WITNESS (Potasz): Good afternoon.

12 MR. SCHAEFER: Good afternoon.

13 THE WITNESS (Potasz): I'm familiar
14 with the property that you speak of. What are
15 your questions?

16 MR. SCHAEFER: Yes. I believe it was
17 covered in the interrogatories, but just for the
18 record, is UI aware that there is currently a
19 five-story apartment building located on that
20 property?

21 THE WITNESS (Potasz): Yes. Yes, we
22 are aware of that.

23 MR. SCHAEFER: And it is correct that
24 UI intends to take a permanent easement over a
25 portion of that property, correct?

1 THE WITNESS (Potasz): Yes, that's
2 correct.

3 MR. SCHAEFER: And that permanent
4 easement that UI intends to take, at this time
5 according to UI, will extend approximately 12 feet
6 from the northern border of that property into the
7 property, correct?

8 THE WITNESS (Potasz): Correct.

9 MR. SCHAEFER: I direct you now to UI's
10 response to FSL-21, in which UI stated that if the
11 project goal of separating UI's facilities from
12 the facilities owned by MNR/CTDOT is followed, the
13 proposed permanent easement over the FSL property
14 could be reduced in size by approximately one foot
15 in width. Can you please explain what that means
16 and what would cause such a reduction to take
17 place?

18 THE WITNESS (Potasz): Todd, would this
19 be a question you should -- Mr. Parkhurst?

20 THE WITNESS (Berman): If I could
21 advise counsel on this matter, it would be better
22 answered by our engineering team, and I might
23 direct this first to Matt Parkhurst, and we can go
24 back, as needed, to Annette Potasz.

25 THE WITNESS (Parkhurst): Good

1 afternoon, Mr. Schaefer. This is Matthew
2 Parkhurst. So in my response to FSL-21, what that
3 pertains to is we have -- there is an opportunity
4 to set the Pole 689 approximately one foot north
5 to help reduce that easement by the one foot.

6 MR. SCHAEFER: Okay. You say there's a
7 potential to move it one foot more -- or one foot.
8 Is that one foot in addition to what was already
9 proposed to be moved in your response to FSL's
10 interrogatories?

11 THE WITNESS (Parkhurst): Correct, yes.

12 MR. SCHAEFER: Okay. And is it UI's
13 position that that one foot was taken advantage
14 of, but that is the maximum amount of "movement"
15 that could take place for that pole? And put
16 another way, you've been able to find room to move
17 it once. You're now saying that you might
18 potentially be able to move it a little bit more.
19 Is there any opportunity to move it even further
20 away from my client's property?

21 THE WITNESS (Parkhurst): So at that
22 location and the new location we're restricted in
23 how much we can move closer to the tracks as the
24 goal was to separate the UI's facilities from
25 Metro-North facilities and thus if not attached --

1 if Metro-North's facilities are not attached to
2 the new pole, we have to meet required horizontal
3 clearances. So that's where that one foot comes
4 from. Anything more than that, we would have to
5 connect Metro-North's facilities to UI's new
6 monopole.

7 MR. SCHAEFER: Okay. So if I
8 understand correctly, if Metro-North's facilities
9 are not connected to UI's, there's a separation
10 distance requirement, I presume, through some
11 safety guidelines that requires that distance to
12 be maintained, correct?

13 THE WITNESS (Parkhurst): That's
14 correct.

15 MR. SCHAEFER: Thank you. Next
16 question is in regard to FSL-14 and the question
17 regarding evaluation of the northern route. I
18 believe, to summarize UI's response, it was that
19 was not explored due to the relative young age of
20 the facility on the northern end of the railroad
21 tracks. Is that the only reason it wasn't
22 explored, and what's the basis for believing that
23 that would be cost prohibitive based on the age of
24 those poles?

25 THE WITNESS (Sazanowicz): This is

1 MeeNa Sazanowicz. Thank you. Yes, that was one
2 of the main drivers for us not exploring locating
3 this circuit from the south side to the north
4 side, in addition, the complexities of crossing
5 the railroad tracks with the additional cost
6 burden there included on the project.

7 MR. SCHAEFER: Okay. And so just to be
8 clear, when UI says that it did not explore that
9 option, that means that no formal cost estimate or
10 other formal written analysis in terms of cost,
11 timing, other impacts was undertaken, this was
12 eliminated in a preliminary stage evaluation; is
13 that correct?

14 THE WITNESS (Sazanowicz): During the
15 solution study, yes. We did as part of a
16 Late-File provide a cost estimate, I believe, for
17 going on the north side of the tracks, but that
18 would be between Structure 648S all the way to Ash
19 Creek.

20 MR. SCHAEFER: Okay. Thank you. Next,
21 I direct the panel to UI's July 18, 2023 response
22 to BJ's Wholesale Club's Interrogatory Number 8.
23 In that interrogatory BJ's requested complete
24 copies of the latest version of UI's proposed
25 maintenance easement and any other easements

1 associated with the above-referenced application,
2 and in response UI simply wrote see attachment
3 BWC-8-1. Is it correct that that referenced
4 attachment is UI's form of easement (entity)?

5 THE WITNESS (Potasz): This is Annette
6 Potasz again. That is correct.

7 MR. SCHAEFER: Thank you, Annette. My
8 next series of questions will be about that, so I
9 gather you'll be the person I'll be speaking with.
10 Just to clarify, is this the form of easement
11 template that UI intends to rely upon when
12 obtaining permanent easements in connection with
13 this project?

14 THE WITNESS (Potasz): Yes, that's
15 correct.

16 MR. SCHAEFER: And that would include
17 the permanent easement UI intends to take over my
18 client's property 1754?

19 THE WITNESS (Potasz): Yes, it is.

20 MR. SCHAEFER: Thank you. Are there
21 any other templates or forms of easements that UI
22 may use in connection with the permanent easements
23 in this project?

24 THE WITNESS (Potasz): No, there is
25 not.

1 MR. SCHAEFER: Okay. And what
2 individual or individuals at UI are authorized to
3 modify the language in this form of easement?

4 THE WITNESS (Potasz): So as we go
5 through the negotiation process, there can be
6 slight adjustments based on the existing
7 conditions at the site. We always understand that
8 particular locations may have particular
9 complexities. For the land management or real
10 estate department that would be me. And if the
11 requested changes which are, again, site specific
12 and very cognizant of what's going on, then we of
13 course do engage legal counsel where appropriate.

14 MR. SCHAEFER: Thank you. I'm glad you
15 mentioned site specific. Does UI typically modify
16 the language in these templates when a permanent
17 easement affects a portion of a property where an
18 existing structure, especially a large structure
19 like an apartment building exists?

20 THE WITNESS (Potasz): Sure. So that's
21 a two-part answer for you. Number one, I would
22 say that the design of this project includes the
23 easements and the facilities based on what's there
24 today which is this building. So the easement
25 will refer to the existing conditions both in the

1 language and we do do a survey of the property
2 that will show those existing structures. So the
3 structures that are there, whether it's in this
4 case an apartment building, there may be fencing
5 or esplanades or whatever will appear on the
6 survey drawing, which is also recorded and will be
7 referred to in the documents. So I'm not sure if
8 that's completely answering your question, but it
9 does account for what's there.

10 MR. SCHAEFER: I appreciate the
11 response. Just one moment, please. Just to be
12 clear, we're referring to the same area. And
13 information in that template form of easement, it
14 defines something called an easement area, and
15 that easement area will be the same as the 12-foot
16 permanent easement from the northern boundary
17 south on my client's property, correct?

18 THE WITNESS (Potasz): That's correct.

19 MR. SCHAEFER: And I just want to go
20 over a few of the conditions understanding that
21 they may be, as you say, slightly adjusted based
22 on specific circumstances. I do recognize, as you
23 note, that a current survey of the conditions on
24 the site will be recorded; however, I want to go
25 over some of the language and rights that UI would

1 take as part of the permanent easement. The
2 first, just let me know if I get this correct, is
3 that in perpetuity without any further
4 compensation or payment to the property owner UI
5 would, among other things, be able to construct,
6 erect, install, expand, relocate all types and
7 kinds of transmission and distribution equipment
8 imaginable upon, along, across, over and under
9 that easement area. Is that correct?

10 THE WITNESS (Potasz): That's correct.

11 MR. SCHAEFER: And in addition, the
12 form of easement provides UI in perpetuity the
13 right without any further compensation or payment
14 to the property owner to, among other things,
15 grade, excavate, fill or otherwise improve the
16 easement area. Is that correct?

17 THE WITNESS (Potasz): That's correct.

18 MR. SCHAEFER: This form of easement
19 would also provide UI in perpetuity the right
20 without any compensation or payment to the
21 property owner -- further compensation or payment
22 to the property owner the right to cut or remove
23 trees or other vegetation without the obligation
24 to replace or restore such trees or vegetation.
25 Is that correct?

1 THE WITNESS (Potasz): Correct.

2 MR. SCHAEFER: Here I just want to take
3 an aside real quickly. In the plan that UI
4 attached to its interrogatory responses showing
5 the new location, proposed location of the pole
6 and work area, it did note that the contract --
7 UI's contractor would restore the area, you know,
8 affected by the work pad which would include the
9 cutting of a number of trees and vegetation.
10 That's a little bit at conflict with what I just
11 said. Is it UI's position that it would replace
12 and restore vegetation as part of its installation
13 and work pad activity?

14 THE WITNESS (Potasz): So the work pad
15 in the construction area would be cleared in order
16 to perform that specific activity of the
17 installation during that part of the process. And
18 we do restore. We do have to comply with UI's
19 transmission vegetation management policy which
20 does dictate what types of vegetation may be
21 available to replace in those areas.

22 As just an additional bit of
23 information, in the area that is actually owned by
24 the CT DOT or the Metro-North right-of-way, we do
25 not replace vegetation. But on your property, the

1 individual properties, again, this is all site
2 specific. If there was vegetation that was in
3 accordance with our transmission guidelines, yes,
4 that would be replaced.

5 And just to kind of close that up a
6 little bit for you. The language is really
7 designed to protect the facilities not knowing
8 what someone may plant. There are trees, as we
9 all know, we've seen it when you drive down the
10 road. This easement is meant to protect from the
11 trees that at some point could become in conflict
12 with the facilities.

13 MR. SCHAEFER: Absolutely. Understood.
14 Thank you.

15 THE WITNESS (Potasz): Uh-huh.

16 MR. SCHAEFER: Back to the form of
17 easement, again, this form of easement would also
18 provide UI in perpetuity the right without any
19 further compensation or payment to the property
20 owner the right to also use chemicals or other
21 undefined means to control the growth of trees or
22 vegetation, correct?

23 THE WITNESS (Potasz): Yes, correct.

24 MR. SCHAEFER: And this form of
25 easement would also provide UI in perpetuity the

1 right without any additional compensation or
2 payment to the property owner the right to remove
3 structures, improvements, rocks or other
4 obstructions within or projecting into the
5 easement area; is that correct?

6 THE WITNESS (Potasz): That's correct.

7 MR. SCHAEFER: Now, at the same time,
8 this form of easement provides the grantor, so my
9 client, the right to maintain but not increase the
10 height or otherwise structurally modify an
11 existing building in the easement area, correct?

12 THE WITNESS (Potasz): That's correct.

13 MR. SCHAEFER: And if the structure
14 that is in the easement area, in this case a
15 five-story apartment building, is damaged or
16 destroyed substantially, my client would have the
17 right to rebuild it, but would have to do that
18 within 18 months, correct?

19 THE WITNESS (Potasz): Correct, that is
20 how the language is described, but I will note to
21 you that that is one of the things that we do take
22 into consideration based on what is on that
23 property. So I can just tell you that case by
24 case that that is a consideration that the company
25 does take for the reconstruction, understanding

1 that there's a lot of requirements. So we are
2 sensitive to the ability to rebuild your building
3 in that time frame.

4 MR. SCHAEFER: Okay. Thank you for
5 that.

6 THE WITNESS (Berman): If I could just
7 amend that a small bit? I think it's important
8 that, Attorney Schaefer, you stay mindful that it
9 is a form easement that you're seeing that is
10 subject to detailed negotiation where both sides
11 are, you know, well, your client would be well
12 represented, and that's a process that takes time
13 and unfolds.

14 MR. SCHAEFER: I appreciate that,
15 Mr. Berman. Thank you.

16 With that in mind, I believe just a few
17 more questions probably for Annette here.

18 Following back in the same pattern as before, this
19 form of easement would in perpetuity prohibit my
20 client or the future property owners of this
21 property from building any structure, equipment,
22 planting any trees, shrub, grading, excavating or
23 filling the easement area and adjoining land that
24 in UI's sole judgment will interfere or endanger
25 the operation and maintenance of UI's facilities

1 or the right of UI to access those facilities. Is
2 that correct?

3 THE WITNESS (Potasz): That is correct,
4 yes.

5 MR. SCHAEFER: All right. And how
6 would the property owner know it was taking an
7 action that in UI's sole judgment would interfere
8 with or endanger the operation or maintenance of
9 UI's facilities or the right to access the same,
10 especially when there's an existing operating
11 functioning occupied apartment building there at
12 the time the easement goes in place?

13 THE WITNESS (Potasz): So the easement
14 area itself is subject to all of those terms and
15 conditions, and the adjacent area or the reference
16 to an adjacent area directly related to the
17 easement, again, is back to clearances and
18 guidelines to protect the customer and the
19 facilities from the future. So I can tell you
20 that it does come up from time to time in existing
21 right-of-ways such as this that we do get
22 inquiries from customers about activity on the
23 property. And as long as it does not interfere
24 with, we do have those conversations, you know, we
25 expect from time to time to get inquiries from our

1 customers about our land rights. And we have
2 guidelines that are definitely qualified, NESC
3 codes, the transmission vegetation codes. The
4 comments and the language in the easement are
5 enforced by what the requirements are for the
6 utilities.

7 MR. SCHAEFER: Understood. You say you
8 get inquiries from time to time. Is it fair to
9 say though that if a property owner wanted to be
10 sure that they would not be in violation of this
11 easement and therefore tempt the wrath of UI that
12 they would need to inquire with UI for almost any
13 activity that they do that may impact or be in the
14 easement area. Is that correct?

15 THE WITNESS (Potasz): So again, I
16 would start by saying that the property as it is
17 right now and things that are in the spirit of
18 what's there, again, we look at the survey, we
19 look at the language, and this isn't meant to stop
20 anyone from the normal things that they might do
21 on that type of property. This is again that
22 perpetuity where we don't know what someone will
23 do in 10 or 20 years. So the activities and the
24 building and things that are going on there now
25 we've designed taking that into consideration.

1 There's no way for us to predict what someone
2 might do in the future.

3 So this is, again, to make sure the
4 easement is of record, they know that there is a
5 land right to protect the facilities, and if there
6 was going to be -- the history is usually the
7 building is demolished and they want to build an
8 entirely new facility or they want to put an
9 expansion on it, and those are the type of
10 inquiries that we're going to get.

11 MR. SCHAEFER: Okay. Next question, is
12 UI aware that -- well, first of all, are you aware
13 that the majority of the easement area is occupied
14 by the five-story apartment building, but there is
15 a piece that does not have the apartment building
16 on it. Are you aware of that?

17 THE WITNESS (Potasz): Yes, I am.

18 MR. SCHAEFER: Okay. Are you aware
19 that that portion that does not include the
20 apartment building has been built out to address
21 stormwater collection and drainage requirements of
22 the Town of Fairfield Planning and Zoning
23 Commission?

24 THE WITNESS (Potasz): I was not
25 personally aware of that.

1 MR. SCHAEFER: Okay. Is anyone else on
2 the panel aware of that?

3 THE WITNESS (Berman): Attorney
4 Schaefer, can you restate that again, please?

5 MR. SCHAEFER: Absolutely, Mr. Berman.
6 So the portion of the intended easement area, the
7 intended permanent easement area, the majority of
8 it is occupied by the five-story apartment
9 building but a portion is not. It's the portion
10 closest to Tower 689S, I believe. And I was
11 asking if anyone on the panel is aware that that
12 portion, the portion that does not include the
13 apartment building, has been built out to address
14 stormwater collection and drainage requirements of
15 the Town of Fairfield Planning and Zoning
16 commission.

17 THE WITNESS (Berman): So I think no.

18 MR. SCHAEFER: So the follow-up would
19 be, in seeking to obtain the permanent easement
20 over the area and all the rights and restrictions
21 that go with that easement, including the ones
22 I've covered with Ms. Potasz, has UI analyzed and
23 studied whether any of its planned activities,
24 including the work pad or after construction or
25 maintenance, would create stormwater collection

1 and drainage issues or flooding issues for either
2 the CT DOT corridor, the public right-of-way,
3 including sidewalks and streets, or my client's
4 property?

5 THE WITNESS (Berman): I'm going to ask
6 Correne Auer if she's aware of that.

7 THE WITNESS (Auer): No, I am not, but
8 I would be interested to see mapping showing the
9 proposed drainage and evaluate that further.

10 MR. SCHAEFER: Does UI typically
11 analyze or study an area for those issues before
12 conducting maintenance work under a permanent
13 easement?

14 THE WITNESS (Berman): So before
15 conducting maintenance -- here's the way I would
16 answer that. For any maintenance activity that we
17 would be undertaking, we're acutely aware of
18 stormwater management systems that are operational
19 and necessary for the safe management of
20 stormwater and thus go way out of our way to not
21 impede those.

22 MR. SCHAEFER: Okay. Thank you. I
23 think probably the last question on the form of
24 easement back to Ms. Potasz. In this form of
25 easement in perpetuity would prohibit the property

1 owner from conducting any work on the entire
2 property, not just the easement area, that "might
3 be liable," to cause damage to or otherwise
4 adversely affect any of the facilities, any of
5 UI's facilities without first giving UI prior
6 written notice and opportunity to take any such
7 measures that it deems necessary to provide
8 protection for the facilities. Is that correct?

9 THE WITNESS (Potasz): So again, I
10 would have to refer back to the easement, and the
11 requirement for the easement is to control the
12 easement area or objects that might enter into it.

13 And I just want to reiterate something
14 Todd said that we fully expect, especially with an
15 occupied property and a building already there, to
16 have some very in-depth conversations during the
17 negotiation. And I hope I'm not overstepping
18 here, but regarding the drainage and those surface
19 improvements that you discussed, we are in the
20 process of performing those site surveys as part
21 of our due diligence. And I know I have seen that
22 before when we do get into the easement
23 negotiations, we start getting closer to build
24 after the project is approved, that those things
25 do come up in the due diligence as we go along

1 so --

2 MR. SCHAEFER: Great. Thank you, Ms.
3 Potasz.

4 THE WITNESS (Potasz): You're welcome.

5 MR. SCHAEFER: Sorry, is there any
6 other response? No, okay.

7 So following up on that very helpful
8 answer, Ms. Potasz, you can hopefully understand
9 from my line of questioning my client's concerns
10 regarding the permanent easement, its potential
11 and actual impact on their property. And my
12 client appreciates that UI will engage hopefully
13 in a constructive negotiation and agreeing to the
14 terms of the permanent easement before it's
15 recorded on the land records. In that vein, would
16 UI be agreeable to the Council making a condition
17 of approval of the project that UI and FSL
18 negotiate in good faith a permanent easement with
19 terms and conditions that are appropriate and
20 reasonable with consideration of the existing
21 conditions and structures on my client's property?

22 THE WITNESS (Crosbie): Attorney
23 Schaefer, this is Shawn Crosbie with UI. Yes, we
24 would.

25 MR. SCHAEFER: Thank you very much.

1 Mr. Morissette, no more questions at this time for
2 UI.

3 MR. MORISSETTE: Thank you, Attorney
4 Schaefer.

5 MR. CASAGRANDE: Mr. Morissette, could
6 I interrupt just quickly? I'd like to ask the
7 Council's permission to excuse Mr. Netreba. He
8 has another engagement. He's happy to stay here
9 if there's any other questions from the parties or
10 the panel, but if not, I would ask permission that
11 he leave the session.

12 MR. MORISSETTE: I don't see any reason
13 why, but I'll ask Attorney Bachman if she sees
14 any.

15 Attorney Bachman?

16 MS. BACHMAN: Thank you, Mr.
17 Morissette. Given the extensive cross-examination
18 planned for UI at this time, I don't see BWC
19 making an additional appearance any time before
20 this evening, so I think it would be appropriate
21 to excuse him. Thank you.

22 MR. CASAGRANDE: Thank you.

23 MR. MORISSETTE: Very good. Thank you,
24 Attorney Bachman.

25 THE WITNESS (Netreba): Thank you very

1 much.

2 MR. MORISSETTE: Thank you. Very good.
3 With that, we'll continue with cross-examination
4 of the Applicant by the Town of Fairfield,
5 Attorney Herbst.

6 MR. HERBST: No questions at this time.

7 MR. MORISSETTE: Thank you. We'll
8 continue with cross-examination of the applicant
9 by Superior Plating Company, Attorney Phillips.

10 MS. PHILLIPS: No questions at this
11 time. Thank you.

12 MR. MORISSETTE: Thank you. We'll now
13 continue with cross-examination of the applicant
14 by the Council on the new exhibits starting with
15 Mr. Perrone followed by Mr. Silvestri.

16 Mr. Perrone.

17 MR. PERRONE: Thank you, Mr.
18 Morissette. Referring to UI's Late-File Exhibit
19 2-5, dated October 3rd, could you describe the
20 route for the all underground alternative from
21 Route 648S to Ash Creek.

22 (Pause.)

23 THE WITNESS (Sazanowicz): Sorry, we
24 were muted, Mr. Perrone. The mapping for the
25 underground, all underground construction would be

1 in Section 9 of the application on page 9-9 and
2 9-10.

3 MR. PERRONE: With regard to
4 underground, what are the operational and
5 reliability risks posed by underground
6 transmission?

7 THE WITNESS (Sazanowicz): This is
8 MeeNa Sazanowicz again. Some of the operational
9 challenges that come with underground include
10 issues when there is a cable fault or any issue
11 with the cable or splices. It does take
12 additional time to find those issues because they
13 cannot be seen above ground as they can with
14 overhead lines. So it is more timely to first
15 find the issue underground and then second
16 bringing in the specialized crews to pull the
17 cable out once you find where the issue is and
18 pull in the new cable and splice it back together.

19 MR. PERRONE: With regard to the FEMA
20 designated flood zones along the project
21 right-of-way, how could flooding impact
22 underground transmission?

23 THE WITNESS (Sazanowicz): Yes, Mr.
24 Perrone, this is MeeNa Sazanowicz again. There
25 are some concerns with flooding and water ingress

1 in the splice chambers. Specifically we have seen
2 on some of our systems corrosion issues on the
3 racking of the splice chambers underground. So
4 that is something that would be of concern and
5 additional maintenance for us to monitor and
6 replace, if necessary.

7 MR. PERRONE: In general for such a
8 configuration would you try to locate your splices
9 outside of the flood zones?

10 THE WITNESS (Sazanowicz): If it's
11 feasible, we would, depending on the route, you
12 know, if it is feasible for us to make a slight
13 adjustment to potentially be out of those zones,
14 and that's something that we would be able to look
15 at during that more detailed design configuration.

16 MR. PERRONE: My next topic is related
17 to cost allocation. The question is how does ISO
18 New England define whether a transmission upgrade
19 is materially changed subsequent to ISO's
20 determination of localized costs?

21 THE WITNESS (Logan): Hi, Mr. Perrone.
22 This is Zach Logan from UI. Could you repeat the
23 question, please?

24 MR. PERRONE: How does ISO determine
25 whether a transmission upgrade is materially

1 changed subsequent to ISO's determination of
2 localized costs?

3 THE WITNESS (Logan): So are you
4 quoting a certain section of the tariff on that,
5 if you don't mind me asking?

6 MR. PERRONE: No, that is a general
7 question.

8 THE WITNESS (Logan): Okay. I just
9 want to confirm. A material change in ISO's view
10 is a material change to the system that would
11 impact like an impedance of a line, the capacity
12 of a line, those type of things. So a material
13 change would be changing those existing conditions
14 and of a pool transmission facility, which this
15 one is designated as, whereas a material change to
16 some transmission network or distribution system
17 isn't something that ISO would have purview of.

18 MR. PERRONE: Under what circumstances
19 would UI be required to resubmit its transmission
20 upgrade to ISO to determine if any incremental
21 costs or costs associated with changes are
22 localized costs?

23 THE WITNESS (Logan): So that would
24 typically occur -- Mr. Perrone, this is Zach Logan
25 again -- that occurs at the transmission cost

1 allocation process that we would submit to the
2 reliability committee for their review and -- I'm
3 trying to think of the right word here -- their
4 recommendation to ISO on a regional cost versus a
5 localized cost. In that review period, there
6 could be some back and forth between the ISO and
7 UI to answer questions, but ultimately the ISO
8 makes that determination.

9 MR. PERRONE: My next question is on
10 the property/easement topic. Is UI aware of any
11 private rights to a view or vista or any visual
12 easements that are recorded on the town land
13 records?

14 THE WITNESS (Potasz): Good afternoon.
15 This is Annette Potasz. I'll attempt to answer
16 that question, I believe. We are not at the point
17 in the process, if this is regarding individual
18 properties, of having done title searches for
19 those easements that would appear of record on
20 individual properties.

21 MR. PERRONE: My next topics are
22 related to the proposed project relative to the
23 FSL property. Referencing the October 3rd prefile
24 testimony of Mr. Parkhurst, pages 2 and 3, during
25 the field walk down in December 2022, UI noticed

1 above grade features located near the northwestern
2 corner of the building. The means of traverse
3 discussed was no longer available. My question is
4 what types of above ground features were
5 identified?

6 THE WITNESS (Parkhurst): Hi, Mr.
7 Perrone. This is Matthew Parkhurst. We noticed
8 the as-built location of a pad mount transformer
9 and a generator which prompted us to move the
10 pole.

11 MR. PERRONE: Okay. Would those
12 features prevent emergency vehicle traffic from
13 passing by the northwestern portion of the
14 building?

15 THE WITNESS (Parkhurst): Yes, they
16 would. With the pole in the original location,
17 yes, they would.

18 MR. PERRONE: Okay. And also in your
19 prefile testimony on page 3, with the proposed
20 shift 18 feet to the west, would this allow
21 emergency vehicles to access the north side of the
22 building?

23 THE WITNESS (Parkhurst): Yes.

24 MR. PERRONE: Also with this 18-foot
25 shift, how would that affect conductor locations

1 relative to the building?

2 THE WITNESS (Parkhurst): The shift of
3 the pole was to the west so the relative conductor
4 locations do not change.

5 MR. PERRONE: Are conductor locations
6 extending away from the building or do they cross
7 over the building in any location?

8 THE WITNESS (Parkhurst): They do not
9 cross over the building, no.

10 MR. PERRONE: And also FSL had
11 mentioned in their prefile about the existing
12 solar facility that they have on their roof.
13 Would the operation of the proposed transmission
14 line affect the existing solar facility on top of
15 the building?

16 THE WITNESS (Crosbie): Mr. Perrone,
17 this is Shawn Crosbie with UI. We don't feel it
18 would at all.

19 MR. PERRONE: Thank you. That's all I
20 have for UI.

21 MR. MORISSETTE: Thank you, Mr.
22 Perrone. We will take a short break at this
23 point, it's a good time to break, and we will
24 reconvene at 3:45. So that's 3:45 we will
25 reconvene. Thank you, everyone.

1 (Whereupon, a recess was taken from
2 3:32 p.m. until 3:45 p.m.)

3 MR. MORISSETTE: We'll now continue
4 with cross-examination of the applicant by Mr.
5 Silvestri followed by Mr. Nguyen.

6 Mr. Silvestri, good afternoon.

7 MR. SILVESTRI: Good afternoon, Mr.
8 Morissette, and thank you very much. I have a few
9 questions, and the first one I'd like to start
10 with is with Ms. Sazanowicz on her October 3, 2023
11 filing. What I'd like to do here is to ensure
12 that I understand the underground cost estimates.
13 So if I look at page 3 of the document, there's
14 the estimate of \$1,000,585,000, and then if I look
15 on page 9, there's an estimate of approximately
16 \$488,000,000. So the question I have, is the
17 total estimated cost for the entire underground
18 route the sum of those two numbers or is the
19 488,000,000 actually built in on the one billion
20 dollar figure? And I can't hear you.

21 THE WITNESS (Sazanowicz): Hi. (AUDIO
22 ECHO INTERRUPTION) Apologies.

23 MR. McDERMOTT: Mr. Morissette, can you
24 hear us now?

25 MR. MORISSETTE: I can hear you,

1 Attorney McDermott, but you do have an echo.

2 MR. McDERMOTT: Is that better?

3 MR. MORISSETTE: About the same.

4 (Pause.)

5 MR. McDERMOTT: Anything?

6 MR. MORISSETTE: Still the same. I see
7 Annette's microphone is on. You might be getting
8 an echo from that.

9 (Pause.)

10 MR. McDERMOTT: How about now?

11 MR. MORISSETTE: Still the same. Try
12 it again. Annette is off.

13 MR. McDERMOTT: Okay. How's this?

14 MR. MORISSETTE: A little better.
15 Mr. Berman's microphone is on.

16 MR. McDERMOTT: I apologize.

17 MR. RUSSO: Chair, I believe it's Ms.
18 Downey's microphone that's also on that's causing
19 the echo.

20 MR. SILVESTRI: Ms. Sazanowicz, when we
21 clear this up, let me know if you would like me to
22 repeat the question.

23 MR. McDERMOTT: Mr. Morissette, how is
24 that?

25 MR. MORISSETTE: Not bad. Let's

1 continue.

2 MR. McDERMOTT: You're going to have to
3 yell.

4 THE WITNESS (Sazanowicz): Hi, Mr.
5 Silvestri. This is MeeNa Sazanowicz --

6 MR. SILVESTRI: I can hear you.

7 THE WITNESS (Sazanowicz): -- to
8 respond to your question. Sorry for the technical
9 difficulties. The cost estimate that is on page 3
10 of my prefile testimony that is the one billion
11 dollar estimate that is for underground for the
12 entire route between the B648S and Congress Street
13 Substation. And the cost estimate that is on
14 page, I believe it's 9, that is for underground
15 between B648S and Ash Creek and then from Ash
16 Creek to Congress Street Substation the rest of
17 the route overhead.

18 MR. SILVESTRI: So if I understand
19 correctly, to underground the whole system it
20 would be the addition of the one billion plus the
21 488 million?

22 THE WITNESS (Sazanowicz): Mr.
23 Silvestri, no, they are two separate. So
24 underground for the entire section between 648S
25 and Congress Street Substation is the one billion,

1 and then the second estimate is for underground
2 between 648S and Ash Creek Substation. And then
3 the rest of the line from Ash Creek Substation to
4 Congress Street Substation would be overhead.

5 MR. SILVESTRI: Got you. Okay. Thank
6 you. Then speaking of undergrounding, to verify
7 when you look at Route 1, that underground route
8 was ruled out due to the existing 345 kV and I
9 guess potential, how would you say, mutual heating
10 issues?

11 THE WITNESS (Sazanowicz): Yes, that is
12 correct.

13 MR. SILVESTRI: And if I also
14 understood correctly, the width of the road itself
15 would prevent you from going in there to get away
16 from the heating part because you'd need maybe 12
17 plus feet to get away from the 345?

18 THE WITNESS (Sazanowicz): Yes, that is
19 correct.

20 MR. SILVESTRI: Okay. Thank you. Then
21 curiosity question. Is UI aware of any
22 transmission lines that have been installed either
23 underground or above ground on major interstate
24 highways?

25 THE WITNESS (Sazanowicz): Mr.

1 Silvestri, this is MeeNA Sazanowicz. I am not
2 familiar with any overhead or underground
3 transmission lines built within a highway corridor
4 running parallel to a highway.

5 MR. SILVESTRI: Okay. Thank you for
6 that response. I'd like to turn your attention to
7 the Southport train station because I have some
8 confusion there with proposed poles that were
9 depicted. And I have to go back to sheet 3 of 29,
10 and then in the application there's Table 9-1 on
11 page 9-17 that concerns configuration variations.
12 And with that Table 9-1, it had a recommendation
13 for what it called Option Number 1, and it
14 mentions monopole P660S, but when I look at sheet
15 3 of 29, I can't find that monopole. So I'm
16 curious as to what might have happened to it or
17 what might have happened to that particular
18 option. What I see on sheet 3 of 29 is an ex --

19 THE WITNESS (Parkhurst): Can you hear
20 me now, Mr. Silvestri?

21 MR. SILVESTRI: I could, yeah. Let me
22 just finish my thought.

23 THE WITNESS (Parkhurst): Okay.

24 MR. SILVESTRI: What I see on sheet 3
25 of 29 is an extension from P661S down to P659S,

1 but I don't see the 660 at all.

2 THE WITNESS (Parkhurst):

3 Mr. Silvestri, this is Matthew Parkhurst. 660 was
4 actually removed from the design after we had met
5 with the Town of Fairfield in July of, I believe,
6 2021, and they brought to our attention that the
7 catenary by the, I guess where 660 would be, so if
8 you reference sheet 3 of 29, there's an X to the
9 left of what's labeled as a historic building.

10 MR. SILVESTRI: I see that.

11 THE WITNESS (Parkhurst): That building
12 is actually a restaurant and they get all their
13 food deliveries there. And the rest of the area
14 is existing parking to Southport train station.
15 Originally we did have a Pole 660S where they do
16 get their food deliveries in that area to the west
17 of the building, and when they told us about this
18 we decided -- a decision was made to eliminate
19 that structure and go with a larger span.

20 MR. SILVESTRI: Understood. What is
21 the actual span length proposed for 661S to 659S?

22 THE WITNESS (Parkhurst): Approximately
23 a little over 600 feet.

24 MR. SILVESTRI: And would that also be
25 the same from 659S to 657S?

1 THE WITNESS (Parkhurst): Between 659S
2 and 657S?

3 MR. SILVESTRI: Correct.

4 THE WITNESS (Parkhurst): That's also
5 approximately 600 feet, a little over.

6 MR. SILVESTRI: That's what I thought.
7 Thank you. Now, the related question -- now I'm
8 getting feedback for some reason. I think we're
9 good. All right. With the removal of Pole 660S,
10 did that have any effect on any of the picture
11 representations that were provided, the visual
12 impacts that you anticipate? It might be a
13 question for Mr. Gaudet.

14 THE WITNESS (Gaudet): Can you hear me?

15 MR. MORISSETTE: Yes, we can hear you
16 with a slight echo. Please continue.

17 THE WITNESS (Gaudet): How about this?

18 MR. MORISSETTE: Not bad.

19 THE WITNESS (Gaudet): So Mr.
20 Silvestri, if you look in the photosimulation
21 package, I'll point you to photo 3, the start, and
22 that is taken from just in front of -- sorry, just
23 to the east, I should say, of P659S looking down
24 the line towards P661S. That would be your 600
25 plus foot span there in the simulation. You can

1 see that pole directly behind the train station
2 building there.

3 MR. SILVESTRI: Which does not have
4 660S, correct?

5 THE WITNESS (Gaudet): 660S, yeah,
6 originally was if you look at the photo
7 essentially where that trailer is.

8 MR. SILVESTRI: Okay. Was but is not
9 in the picture?

10 THE WITNESS (Gaudet): Correct.

11 MR. SILVESTRI: Understood. Okay.
12 Thank you. Then I believe the last question I
13 have goes back to easements, and I just want to
14 make sure I'm clear on that aspect of it. So the
15 question I have, if there is an easement for a
16 temporary work space area, does that easement
17 terminate upon completion of the work? And good
18 afternoon, Ms. Potasz.

19 THE WITNESS (Potasz): Good afternoon,
20 Mr. Silvestri. So I believe, if I heard you, your
21 question is regarding the temporary work space
22 easements.

23 MR. SILVESTRI: Uh-huh.

24 THE WITNESS (Potasz): They do. It is
25 written into the language that they do expire in

1 no case longer than 36 months from grant or I
2 believe it's 12 months after the completion of
3 construction. Just some key thoughts on that
4 timing. We also do have to have the rights to
5 comply with the SWPPP guidelines. So we do make
6 sure the restoration and stormwater runoff and all
7 of those jurisdictional things happen within the
8 temporary easement timing.

9 MR. SILVESTRI: Very good. Thank you.
10 Now, would a temporary work space area easement be
11 used for maintenance or would you have a separate
12 maintenance easement?

13 THE WITNESS (Potasz): The temporary
14 easement, the sole purpose of the temporary work
15 space easement is for the initial construction of
16 the facilities. When the facilities are complete,
17 temporary work space easements extinguish and the
18 remaining permanent easement would be the premise
19 for us to have the access in perpetuity for
20 maintenance to the facilities.

21 MR. SILVESTRI: Very good. Thank you
22 for that clarification.

23 THE WITNESS (Potasz): You're welcome.

24 MR. SILVESTRI: Mr. Morissette, that's
25 all I have. Thank you.

1 MR. MORISSETTE: Very good. Thank you,
2 Mr. Silvestri. We'll now continue with
3 cross-examination by Mr. Nguyen followed by
4 Mr. Golembiewski.

5 Mr. Nguyen.

6 MR. NGUYEN: Thank you, Mr. Morissette.
7 Just a quick follow-up regarding the maintenance
8 plan. And good afternoon, Ms. Sazanowicz and
9 Ms. Potasz. I'm not sure who this question will
10 be directed to. Regarding the maintenance plans,
11 what is the technical cycle for maintenance plans
12 on a blue sky day and the typical activity
13 involved?

14 THE WITNESS (Sazanowicz): Hi, Mr.
15 Nguyen. This is MeeNa Sazanowicz. So typical
16 inspection would be we do fly the lines and we use
17 infrared cameras to look for hot spots at any
18 splices or along the conductors or any connection
19 points. And then we do also perform walks of the
20 lines to visually inspect along the right-of-way
21 on the towers for any damaged insulator bells or
22 any issues that we can see from the ground.

23 MR. NGUYEN: So all that activity would
24 be involved, that would be a line technician or a
25 maintenance worker will be there or --

1 THE WITNESS (Sazanowicz): We
2 typically -- if I'm understanding your question
3 correctly, it revolves around who would do those
4 inspections. It typically would involve someone
5 from an engineer from our system maintenance group
6 along with a contractor that would either walk the
7 lines or fly the lines depending on which activity
8 is being performed.

9 MR. NGUYEN: And the interrupted time
10 frame, does that take a whole day or is it a few
11 hours, depending on the issue, like what's a
12 typical time of day that's involved in those
13 activities?

14 THE WITNESS (Sazanowicz): So a typical
15 time of day would be normal work hours for us to
16 do the inspections during the day. Oh, how long?
17 The typical eight-hour work day over a period of a
18 week or however long it takes to physically walk
19 the lines or fly the lines.

20 MR. NGUYEN: And this policy, is that
21 an ISO policy or is it UI internal policy?

22 THE WITNESS (Sazanowicz): This is part
23 of UI's internal maintenance plan. And they, it
24 is, I can't speak to the exact cycles or how often
25 each line is walked. That is something that we

1 could provide to the Siting Council, if needed.
2 But the lines are done on a cycle. So perhaps one
3 year we would focus on, you know, whatever lines
4 are on this list and then the next year would be
5 the next batch of lines and so forth continuing
6 the cycle.

7 MR. NGUYEN: Thank you very much.
8 That's all I have, Mr. Morissette.

9 MR. MORISSETTE: Thank you, Mr. Nguyen.
10 We'll now continue with cross-examination by Mr.
11 Golembiewski followed by Mr. Hannon.

12 Mr. Golembiewski.

13 MR. GOLEMBIEWSKI: Mr. Morissette, I
14 have no questions on these exhibits. Thank you.

15 MR. MORISSETTE: Thank you, Mr.
16 Golembiewski. We'll now continue with
17 cross-examination with Mr. Hannon followed by
18 myself.

19 Mr. Hannon.

20 MR. HANNON: Thank you. I do have some
21 questions. I have to put my reading glasses on
22 because the print is pretty small on some of this.
23 Concerning the October 3rd filing that came in,
24 and is it Ms. Auer, is that how you pronounce your
25 last name? I do have some questions. I know you

1 responded to some of the issues that I had
2 regarding the 100 year, the 500 year flood areas.
3 But can you please explain to me what your
4 definition is of looking at available mapping
5 resources; and two, how were the findings done on
6 the wetlands field survey for the project. I'm
7 just kind of curious on that because I have some
8 follow-up questions associated with that.

9 THE WITNESS (Auer): Can you hear me,
10 Mr. Hannon?

11 MR. HANNON: Yes.

12 THE WITNESS (Auer): So I believe I
13 heard you correctly, and correct me if I'm wrong,
14 but the review of available mapping resources, as
15 part of what our wetland scientists do prior to
16 going out and doing their field delineation, they
17 would review available mapping resources to do
18 more, like determine more, they would target their
19 field surveys. Other available mapping resources
20 might be the NRCS mapping that we've also
21 consulted that we've included on as part of our
22 Late-File and the other filing that we did, the
23 prefilled testimony.

24 And then the second part of your
25 question, if you could repeat that about the

1 project field survey.

2 MR. HANNON: I want clarification as to
3 what was done for the actual wetland field surveys
4 for the project.

5 THE WITNESS (Auer): For the actual
6 field surveys, the wetland scientist, like I said,
7 reviewed the soils mapping, the prior NWI wetlands
8 and state wetland mapping, NRCS mapping, aerial
9 imagery. And then they went in the field and
10 performed the soil sampling like is detailed on
11 Late-File Exhibit 2-4.

12 MR. HANNON: Part of the reason I'm
13 asking is, again, to go back and take a look at
14 what was in the original application talking about
15 some of the geotechnical investigation that was
16 done, I know that that was not completed, but at
17 that point in time on 67 of the 71 borings
18 completed to date at depths of water ranging less
19 than 5 feet to 20 feet below the surface. So I'm
20 curious as to whether or not some of these borings
21 were done in the location of some of the proposed
22 monopoles that were located in the floodplain and
23 maybe, you know, it's like a foot, foot and a
24 half, 2 feet below the surface is where some of
25 the soils may be.

1 So when they did the testing, did they
2 actually go down like 18 inches, were they using
3 the test pits to figure out how close this water
4 surface was? Because I have to admit, in looking
5 at attachment 1, I'm finding it extremely
6 difficult to believe that there are no wetlands
7 associated with any of these monopoles. I'm just
8 kind of flabbergasted that there's actually no
9 wetlands associated with any of them that are in
10 the 100 year or the 500 year floodplain. At least
11 that's what, if I'm reading this right, it's in
12 attachment 1, it states designated and state
13 designated wetlands, all the poles in the 100 year
14 and 500 are no, located project in delineated
15 wetlands, it's all no. And I'm just amazed at
16 that when some of these testing pits that you guys
17 have done for the geotechnical are showing that
18 water surfaces can be a lot higher. So I'm just,
19 I'm missing the connection somewhere.

20 THE WITNESS (Auer): So part of the
21 geo -- the geotechnical borings that were done
22 were to assess the geotechnical capabilities for
23 how deep we would need to install foundations for
24 supporting the poles, looking for those soil
25 characteristics as long as analytical for

1 environmental impacts or contaminants. The field,
2 the people who are doing those soil samples were
3 not necessarily wetlands scientists doing a
4 wetland survey. We base this, our wetlands
5 delineation survey was based on professional
6 wetland scientists and certified professional soil
7 scientists that walked the project limits, looked
8 at available mapping, delineated the wetlands per
9 the Army Corps' guidance.

10 And they did take some samples that
11 were in soils that may have been originally
12 classified as different types of, you know, poorly
13 drained soils or in floodplain areas, and there
14 were some samples that were in those areas that
15 were determined to not have Ettrick soils. And
16 there's a table that shows many sample points that
17 were collected in those areas that were determined
18 to not be -- not have alluvial or floodplain soils
19 present.

20 And basically these poles that are in
21 these hazard zones, they're in highly urbanized
22 areas where the soils have been impacted by human
23 activity. They have rock ballast, they're along
24 the railroad corridor. And these flood hazard
25 zones were based on elevations, not based on

1 soils. So that's how we determined that. You
2 know, we put together a table to show, you know,
3 where these soils are located or these poles are
4 located, types of soils, just to give a little bit
5 better picture of where these poles are actually
6 located.

7 MR. HANNON: Because, I mean, typically
8 when a soil scientist goes out, they may go down
9 18, 20, 24 inches to determine what's in the soil.
10 And I was kind of curious about that because some
11 of the stuff I'm familiar with and some of the
12 stuff I've recently read. You know, just because
13 you have some urban fill over an old alluvial soil
14 doesn't necessarily take it out of the floodplain
15 realm or a wetland soil. I mean, granted, it may
16 not have some of the characteristics of a poorly
17 drained soil or very poorly drained soil. Again,
18 it may just be me. I'm just having a difficult
19 time trying to get over this hurdle that I have
20 and how it relates. And you can have a number of
21 poles in the 100 year flood elevation and the 500
22 year flood elevation, but you say there's no
23 wetlands. So I have an issue with that.

24 But let me -- one of the things I
25 forgot to ask the last time, and I don't know if

1 this has even been thought of. I think there was
2 a comment that at some point in time UI might need
3 to talk to DEEP about this. But on page 6-13 of
4 the application it talks about roughly 4,100 cubic
5 feet of total flood storage capacity associated
6 with these poles in the floodplain. Is there any
7 mitigation measure proposed for that?

8 THE WITNESS (Auer): Not at this time.
9 We believe that this, the total displacement is
10 insignificant compared to the overall floodplains
11 themselves and their storage capacity.

12 MR. HANNON: It may be insignificant as
13 it relates to the whole project, but it may not be
14 insignificant to the person that lives next to the
15 floodplain.

16 The only other comment or question I
17 have, and I don't know if you folks are able to
18 answer this, but it might be Ms. Potasz on it.
19 It's just a general question about the easements.
20 Assuming that UI goes in and obtains some
21 permanent easements on the properties that you
22 need to obtain them for the project, what happens
23 if by incorporating those easements it now makes a
24 piece of property a nonconforming lot? What would
25 UI's position be on something like that in either

1 trying to rectify it, would that mean that UI has
2 to submit an application to the Zoning Board of
3 Appeals or would that be UI going in and
4 condemning the property? I'm just trying to get
5 an idea of how something like that would work out.

6 THE WITNESS (Potasz): This is Annette
7 Potasz. So we actually did just recently begin to
8 investigate this possibility. In our history of
9 these former railroad projects along the corridor
10 there were not zoning considerations in any of the
11 towns where we have acquired easements in the
12 past. However, we were conversing about Fairfield
13 actually having some different zoning requirements
14 that would be in fact impacted by our easements.
15 At this time, we are not prepared to say where
16 exactly those are.

17 We definitely understand when the
18 project is approved and we get deeper into the
19 negotiation, we are going to have to look at this
20 on a case-by-case basis, then be open to the idea
21 that this could impact customers in a way that we
22 have not faced in the past. So again, we've taken
23 some notes on it, done some investigation through
24 our legal counsel to see what that requirement
25 would be as we move into the acquisitions. So we

1 have to be open to whatever is going to take
2 place. We have to see how that impacts each of
3 these properties.

4 MR. HANNON: Thank you for that. And
5 I'm glad to see that UI is actually looking into
6 the issues. And again, my question was related to
7 Fairfield. So thank you. I appreciate your
8 answer on that.

9 I have nothing else at this time.
10 Thank you.

11 MR. MORISSETTE: Thank you, Mr. Hannon.
12 We'll now commence with my cross-examination.

13 The first area of questions has to do
14 with the October 3, 2023 filing related to the
15 underground portion of the project. My first
16 question relates to the general location of the
17 underground map, Figure 9-1. There's a couple
18 questions I want to ask associated with that.
19 When you're ready, let me know.

20 THE WITNESS (Sazanowicz): Okay, I'm
21 there, Mr. Morissette.

22 MR. MORISSETTE: Very good. Thank you.
23 On Figure 9-1, I believe that represents the one
24 billion price tag.

25 THE WITNESS (Sazanowicz): That map,

1 along with the map on the next page 9-10.

2 MR. MORISSETTE: Right. Okay. Very
3 good.

4 THE WITNESS (Sazanowicz): Yes.

5 MR. MORISSETTE: Okay. And the price
6 tag of going to Ash Creek is represented there,
7 and that would be the 488, if I remember
8 correctly?

9 THE WITNESS (Sazanowicz): Yes, that is
10 correct.

11 MR. MORISSETTE: First of all, there's
12 a note on 9-1 that basically says the early
13 portion of the project, this portion of the route
14 goes through backyards. What is the length of
15 that going through backyards associated with
16 undergrounding?

17 THE WITNESS (Sazanowicz): Mr.
18 Morissette, this is MeeNa Sazanowicz. I'll have
19 to just look that up quick. I don't have that off
20 the top of my head.

21 MR. MORISSETTE: Okay. Well, let's
22 continue. It appears to be a pretty good distance
23 encompassing several structures to do that. Let
24 me ask my next question. So since you can't go on
25 Route 1, you're going through public roads further

1 to the south, and I would think that going further
2 to the south introduces more impact by floodplains
3 or more concern about floodplains. Is that
4 correct?

5 THE WITNESS (Crosbie): Mr. Morissette,
6 this is Shawn Crosbie with UI. Yes.

7 MR. MORISSETTE: Thank you,
8 Mr. Crosbie.

9 Okay. Another reason for the high cost
10 of the underground, I'll call your attention to a
11 typical XLPE cable duct bank that's supplied in
12 the October 3rd filing is that there needs to be
13 two 3,500 kcmil conductors for each phase. Is
14 that correct?

15 THE WITNESS (Sazanowicz): Yes, Mr.
16 Morissette, that is correct.

17 MR. MORISSETTE: Thank you. I believe
18 we may have gone through this already, but if you
19 don't mind doing it again, can you please explain
20 for the record why you need two conductors for
21 each phase?

22 THE WITNESS (Sazanowicz): Sure. Two
23 conductors per phase are needed to meet the
24 ampacity requirements so that the underground
25 cable does not limit the line so that would meet

1 the 1,590 overhead wire ampacity.

2 MR. MORISSETTE: Very good. Thank you.
3 And the costs associated with the one billion is
4 quite a -- is higher than the costs associated in
5 the annual filing for equipment life cycle costs,
6 and that's primarily because it's a double
7 circuit. Is that correct?

8 THE WITNESS (Sazanowicz): Mr.
9 Morissette, I'm not sure what configurations are
10 included in the life cycle costs. I believe those
11 were primarily new circuits and information that
12 was provided by Eversource.

13 MR. MORISSETTE: Okay. Thank you.
14 Okay. That concludes my questions on the
15 underground. Now we'll go to the overhead to the
16 north that also was provided. All right. The
17 estimate that was provided, the 321 million, is
18 the substation cost associated with that estimate
19 the same as the original estimate of 255 million?
20 So that would be attachment --

21 THE WITNESS (Sazanowicz): Mr.
22 Morissette, this is MeeNa Sazanowicz again. Yes.

23 MR. MORISSETTE: Okay. Very good. So
24 everything is pretty much the same except for the
25 transmission line cost, that's the increase?

1 THE WITNESS (Sazanowicz): That is
2 correct.

3 MR. MORISSETTE: Okay. Thank you. You
4 stated earlier that there's two reasons why going
5 to the north is undesirable and one is being that
6 the useful life of the existing structures, they
7 continue to have useful life. Could you tell me
8 what the useful life remaining is on those
9 structures and in the cable?

10 THE WITNESS (Sazanowicz): Mr.
11 Morissette, give me a moment. I have to do a
12 little math in my head.

13 MR. MORISSETTE: Okay. Thank you.

14 THE WITNESS (Sazanowicz): Mr.
15 Morissette, this is MeeNA Sazanowicz. Those were
16 built in the nineties so that makes them around 30
17 years old. As a minimum, we would expect 40 years
18 of life for our overhead assets. We have seen,
19 you know, assets extend, you know, past that 40
20 years of life.

21 MR. MORISSETTE: So 40 years is what
22 you're looking at --

23 THE WITNESS (Sazanowicz): Yes.

24 MR. MORISSETTE: -- typically?

25 THE WITNESS (Sazanowicz): Yes.

1 MR. MORISSETTE: So you're at 33 now,
2 so you've got six years left, but it could go
3 further. How about the cable, the conductor?

4 THE WITNESS (Sazanowicz): I'm sorry,
5 can you please repeat your question?

6 MR. MORISSETTE: What's the useful life
7 of a conductor, is it about the same?

8 THE WITNESS (Sazanowicz): No. Useful
9 life for underground transmission cable is
10 generally less than overhead transmission lines.

11 MR. MORISSETTE: So the overhead
12 conductor on the north side of the CT DOT
13 right-of-way on the 1130 line, what's the useful
14 life of the conductor?

15 THE WITNESS (Crosbie): Mr. Morissette,
16 this is Shawn Crosbie with UI again. We would
17 estimate it around the same 40 years.

18 MR. MORISSETTE: 40 years. So you're
19 at 33 years, 34 years. Okay. Thank you. If you
20 were to do the double circuit, would the conductor
21 be, in your estimate, was the conductor replaced
22 or did you put new conductor on in your estimate?

23 Mr. Parkhurst, I think you're on mute.

24 THE WITNESS (Parkhurst): I'm on mute.
25 I'm sorry. I will repeat my answer. Sorry, Mr.

1 Morissette, I was on mute.

2 MR. MORISSETTE: Thank you.

3 THE WITNESS (Parkhurst): The conductor
4 for both circuits would be replaced as new under
5 that double circuit option.

6 MR. MORISSETTE: Okay. And that's
7 included in the 320 million. Okay.

8 I have a viewshed analysis question
9 concerning the double circuit reconductoring and
10 replacement rebuild of the 1130 line. Mr. Gaudet,
11 the viewshed on the proposed analysis is 3,530
12 acres which is an increase of about 675 acres.
13 First of all, have you had an opportunity to look
14 at the proposed double circuit configuration that
15 we're discussing here this afternoon?

16 THE WITNESS (Gaudet): We have not
17 evaluated that for the viewshed analysis at this
18 point.

19 MR. MORISSETTE: Okay. Well, in your
20 professional opinion if you were to move the
21 structures associated with the 1130 line to the
22 north on the double circuit configuration, would
23 your viewshed decrease from the 3,530?

24 THE WITNESS (Gaudet): It's, I think, a
25 kind of nuanced question. I think what's

1 important to note in our viewshed analysis for the
2 project in front of you is that we did not
3 evaluate the existing viewshed impacts of those
4 1130 line poles on the north. So it isn't quite
5 an apples to apples. We evaluated the viewshed
6 based off of the current infrastructure on the
7 catenaries and those associated bonnets. So I
8 think in fact our increase in visual impact where
9 the 1130 lines are now would be substantially less
10 in overall acreage or percentage increase because
11 we did not account for those 80 to, I believe some
12 of them might go up to about 100, 110 feet, poles
13 on the north side of the tracks.

14 MR. MORISSETTE: Okay. Thank you. All
15 right. I'm going to ask the same kind of relative
16 questions about tree clearing. Currently the
17 proposal that we're looking at here has 5.5 acres
18 of tree clearing, and I suspect some of it is
19 associated with the Southport area. So if we went
20 with a double pole configuration to the north,
21 would the 5.5 acres be reduced significantly or to
22 some other level or has that been reviewed?

23 THE WITNESS (Crosbie): Mr. Morissette,
24 this is Shawn Crosbie with UI. We'd like to take
25 that as a possible Late-File and getting the exact

1 acreage so the Council can have an exact number to
2 that question.

3 MR. MORISSETTE: Okay. Thank you, Mr.
4 Crosbie. All right. My same type of question is
5 associated with the floodplains. If I review the
6 floodplain analysis that was provided,
7 specifically attachment 2, sheet 2 of 7, there are
8 several structures from P698 south to P708 south
9 that are in the floodplain. Now, by moving those
10 structures to the north, this is just an example,
11 does the impact on floodplains get reduced?

12 THE WITNESS (Crosbie): Mr. Morissette,
13 this is Shawn Crosbie again with UI. We'd also
14 ask to have that as a Late-File so we get the
15 exact acreage that you're requesting.

16 MR. MORISSETTE: Very good. Thank you.
17 Okay. Now I'll jump to historic
18 resources, the same type of question. If I review
19 the visual impact of the structures to the south,
20 there are several historic resources that are no
21 longer in view if you move to the north. Is
22 Mr. George with us?

23 THE WITNESS (George): I am, Mr.
24 Morissette.

25 MR. MORISSETTE: Hi, Mr. George. So

1 what extent does the impact of historic resources,
2 how much does it mitigate the impact of those
3 resources if the structures were moved to the
4 north?

5 THE WITNESS (George): I think much
6 like the viewshed answer that Mr. Gaudet gave, it
7 would be incremental and it would have to be
8 determined by actually looking at the data, though
9 I suspect some reductions probably would happen.

10 MR. MORISSETTE: Yes, I would think.

11 Okay. Let's talk about easements.
12 Now, for the 1130 line, I presume there are
13 easements already in place associated with that
14 line. And to install the single circuit structure
15 to the south, you will be required to get
16 additional easements. Is there any way to
17 quantify what the delta would be, is there a
18 savings? I would imagine you would need to get
19 additional easements for the 1130 line because
20 you'd need a wider right-of-way for sway and so
21 forth, but I wouldn't think it would be as much as
22 you would need for new easements for the south.

23 THE WITNESS (Potasz): Thank you. This
24 is Annette Potasz, Mr. Morissette. I think that
25 might be better answered by Mr. Parkhurst

1 regarding the delta of the width of easements.

2 MR. MORISSETTE: Thank you.

3 THE WITNESS (Potasz): The easements
4 are defined by the facilities.

5 MR. MORISSETTE: Yes.

6 THE WITNESS (Parkhurst): Mr.
7 Morisette, we expect the required amount of
8 permanent easement to be approximately the same as
9 the proposed project if we went on the north side
10 with the double circuit.

11 MR. MORISSETTE: About the same? Could
12 you explain that a little bit further? I'm a
13 little confused by that because I would think you
14 would need an incremental amount of easements on
15 the 1130 line where you would need, you know, the
16 full easement on the south.

17 THE WITNESS (Parkhurst): Mr.
18 Morisette, so if we -- the easements are defined
19 by 25 feet from conductor. So on the southern, on
20 the proposed project we have a single circuit. So
21 with all the conductors there is tracks with the
22 double circuit. You have conductors on both sides
23 of the monopole, so you need an extended easement
24 away from the tracks with the double circuit
25 configuration.

1 MR. MORISSETTE: I see. So on the
2 existing 1130 line you would need an additional 25
3 feet on the other side of the structure?

4 THE WITNESS (Parkhurst): Yes, to
5 account for the second circuit.

6 MR. MORISSETTE: Okay. And then on the
7 new line, if it was to the south, you would also
8 need the 25 feet, so they're equal?

9 THE WITNESS (Parkhurst): 25 feet from
10 the conductor. So on the south side, since all
11 the conductors are on the track side of the pole,
12 you have 18 feet from the pole, the center line of
13 the poles south. For the double circuit
14 configuration you have conductors on both the
15 north and south side of the pole. And so from the
16 pole centerline you would need 32 feet north for
17 the easement. So it's a bigger easement for a
18 double circuit configuration.

19 MR. MORISSETTE: Okay. Thank you.
20 That's helpful. But there would be some easement
21 savings, I'll call it, associated with access and
22 temporary easements for construction. Is that a
23 fair statement?

24 THE WITNESS (Parkhurst): For
25 construction we would temporary -- actually, with

1 the temporary easements you would have more
2 easements required because you would, even though
3 if we went, if we installed the new monopoles on
4 the north side, we would still need temporary
5 easements on the south side to get to the existing
6 bonnets in order to remove those from the south
7 side.

8 MR. MORISSETTE: Okay. So what you're
9 testifying to this afternoon is there is no
10 savings associated with easements if you were
11 going to the north?

12 THE WITNESS (Parkhurst): Yeah, that's
13 correct.

14 MR. MORISSETTE: Okay. Thank you. So
15 when you developed the estimate for 321 million,
16 the items that we discussed here this afternoon it
17 sounds like it was a high level estimate of really
18 what the route is and what the costs associated
19 with that route and what the outcome would be.
20 The benefits associated with going to the north
21 were not explored in detail, so it's kind of hard
22 to quantify at this point what those benefits
23 would be?

24 THE WITNESS (Crosbie): Mr. Morissette,
25 this is Shawn Crosbie. That's correct.

1 MR. MORISSETTE: Okay. Thank you. So
2 we've got two Late-Files, one on the tree clearing
3 and one on the floodplain. And I would like to
4 see some information on the historic resources and
5 the viewshed analysis as well at a very high level
6 as Late-Files. So that's four Late-Files for my
7 line of questioning.

8 Okay. With that, we're now going to
9 change gear and we're going to go to Mr. Logan. I
10 have some questions associated with the C
11 Schedule.

12 MR. McDERMOTT: Mr. Morisette, if I
13 could, Mr. Logan wanted to clarify one of his
14 responses that he gave in response to a question
15 from Mr. Perrone regarding material changes to the
16 ISO cost allocation. So perhaps that would be a
17 nice lead-in to your line of questioning.

18 MR. MORISSETTE: Very good. Thank you.
19 Mr. Logan.

20 THE WITNESS (Logan): Hello. Thank
21 you, Mr. Morisette. Yeah, to clarify my response
22 to Mr. Perrone, material changes after ISO has
23 determined those localized costs. So our current
24 proposal and what we filed in our pre-project
25 application with ISO and what we've presented to

1 PAC is an all overhead option, and they have
2 determined that in that proposal there are no
3 localized transmission costs. Now, if something
4 changes throughout the evolution of the process,
5 as would here if we were to decide to go
6 underground in some location, that would change
7 our proposed investment. We'd have to present
8 that back to them and they would ultimately make
9 the determination on pool supported versus
10 localized costs. So I wanted to clarify that for
11 you, Mr. Perrone. Hopefully that was a little
12 more clear.

13 MR. MORISSETTE: Thank you. Okay.
14 Well, my line of questioning kind of goes right
15 along with that. So that's the I.3.9 that you
16 filed and it got approved; is that correct?

17 THE WITNESS (Logan): Correct.

18 MR. MORISSETTE: Have you got a cost
19 estimate associated with the I.3.9?

20 THE WITNESS (Logan): The cost estimate
21 associated with the I.3.9 is what is currently
22 listed on our asset condition list which is 179
23 million plus 50 percent minus 25 percent.

24 MR. MORISSETTE: Okay. And the reason
25 why it's different is because the tolerances are

1 much tighter at the 255?

2 THE WITNESS (Logan): Yes, we've done
3 much more detailed engineering to work out our
4 unknowns and refine that cost. We're still within
5 our threshold of that estimate, but we are nearing
6 that, so we'd also need to be providing updates on
7 that as well soon to ISO.

8 MR. MORISSETTE: Okay. But the
9 proposed I.3.9 project is as proposed here?

10 THE WITNESS (Logan): Correct.

11 MR. MORISSETTE: So we're talking
12 apples and apples at this point?

13 THE WITNESS (Logan): Yes, we are.

14 MR. MORISSETTE: Okay. So when the
15 project is done and after we've, you know,
16 assuming we approve it and you'll make
17 modifications to it and you submit the 12C, if I
18 remember correctly, and the 12C will then be
19 compared to the I.3.9, along with UI's
20 justification as to why the deltas are different.
21 Is that generally what's going to happen?

22 THE WITNESS (Logan): Yes, that's
23 correct. We will have to present to the PAC and
24 Reliability Committee on those cost increase and
25 define why those increased.

1 MR. MORISSETTE: Right. You have to
2 define and defend?

3 THE WITNESS (Logan): Correct.

4 MR. MORISSETTE: And the PAC and the
5 Reliability Committee can either agree or
6 disagree, and it's solely in their jurisdiction as
7 to where they land on this?

8 THE WITNESS (Logan): That is correct.

9 MR. MORISSETTE: And wherever they land
10 is what gets localized versus regionalized?

11 THE WITNESS (Logan): That is correct.

12 MR. MORISSETTE: Okay. When you file
13 your 12C, you will outline the reasons why it's
14 different?

15 THE WITNESS (Logan): Yes.

16 MR. MORISSETTE: And you'll describe
17 the benefits associated with it. So if it falls
18 under good utility practices, good engineering
19 design, the alternate feasibility and practice
20 upgrades and costs, so if you have really good
21 reasons that you're avoiding something the like --
22 well, I won't say the likelihood. It really
23 depends on the committee -- in some cases it may
24 get approved, in some cases it may not, but there
25 are several categories in which to make those

1 arguments, correct?

2 THE WITNESS (Logan): Yes. Correct.

3 MR. MORISSETTE: Okay. So if you are
4 avoiding historic resources or improving the
5 viewshed or not impacting the floodplains or that
6 whole laundry list of things that I went through,
7 you could potentially justify a cost increase?

8 THE WITNESS (Logan): That is correct,
9 Mr. Morissette.

10 MR. MORISSETTE: Okay. Not an easy
11 thing to do, but you could possibly?

12 THE WITNESS (Logan): Correct.

13 MR. MORISSETTE: Okay. In the 12C that
14 was attached to your filings, Late-File 2-2,
15 there's one thing I didn't quite understand. I'm
16 on page 3 in the middle. It says, "Localized
17 siting requirements for transmission facilities
18 shall not be dispositive of whether or not
19 localized costs exist with respect to any
20 particular transmission upgrade."

21 Could you explain to me exactly what
22 that means?

23 THE WITNESS (Logan): That is a very
24 good question, Mr. Morissette. That is something
25 I'm going to have to inquire with some ISO

1 counterparts. I personally have not had to
2 encounter this yet and I have to explain it. So I
3 don't have that answer, but I can get it and get
4 back to you.

5 MR. MORISSETTE: That would be helpful.
6 Thank you. Thank you.

7 Okay. That concludes my questions for
8 this afternoon. I thank the panel for answering
9 the questions.

10 So at this point in time, we'll
11 continue with cross-examination of the applicant
12 by BJ's Wholesale Club on the new exhibits, I'll
13 emphasize new exhibits, Attorney Casagrande.

14 MR. CASAGRANDE: Thank you, Mr.
15 Morissette.

16 Good afternoon to the panel. I guess
17 I'd first like to focus on Late-Filed Exhibit
18 2-3-1, and that exhibit attaches to it three site
19 plans which are identified as Late-Filed exhibits
20 2-3-1A, B and C, correct?

21 THE WITNESS (Crosbie): Attorney
22 Casagrande, this is Shawn Crosbie. That's
23 correct.

24 MR. CASAGRANDE: Thank you. And just
25 so we can unpack these different site plans, LFE

1 2-3-1A, as I understand it, is the original design
2 that was included in the application to the
3 Council, correct?

4 THE WITNESS (Parkhurst): Hi, Mr.
5 Casagrande. This is Matthew Parkhurst. Yes,
6 that's correct.

7 MR. CASAGRANDE: Okay. And the yellow
8 lined area shown on that site plan is for the
9 temporary construction area that would run along
10 the northern side of BJ's property and going east
11 onto the Feroletto property, right?

12 THE WITNESS (Parkhurst): The yellow
13 boxes are the -- yes, the yellow boxes are the
14 temporary work spaces for the installation of the
15 new foundations and poles and wire.

16 MR. CASAGRANDE: Thank you. And
17 turning to Sheet B, you describe that as Option
18 2-2, and that shows the location of 724S, the pole
19 724S, on the DOT property as a suspension type
20 structure with a map signal, MNR signal wires
21 attached, correct?

22 THE WITNESS (Parkhurst): That's
23 correct.

24 MR. CASAGRANDE: And in that map you
25 reduce the area of the temporary easement work

1 area, correct?

2 THE WITNESS (Parkhurst): That's
3 correct.

4 MR. CASAGRANDE: And then moving on to
5 Sheet C, you describe that as Option 2-4, and you
6 state in the legend that it is the preferred
7 solution, correct?

8 THE WITNESS (Parkhurst): Yes.

9 MR. CASAGRANDE: And when I say
10 "preferred solution," that's for purposes of
11 locating Pole 724S, correct?

12 THE WITNESS (Parkhurst): Our
13 preferred -- yes, our preferred solution is where
14 724S is depicted on that sheet.

15 MR. CASAGRANDE: And I should be clear
16 on that. It's the preferred solution for where
17 you would propose the temporary work easement,
18 correct?

19 THE WITNESS (Parkhurst): Yeah. Well,
20 the temporary work space is what's required to
21 install Pole 724S at that location and in that
22 configuration.

23 MR. CASAGRANDE: When you say "that
24 location," you mean that it would still be on the
25 BJ's property, correct?

1 THE WITNESS (Parkhurst): Yes.

2 MR. CASAGRANDE: All right. Now, in
3 Sheet C the temporary construction area that you
4 show on Sheet C is partially located on the
5 Feroletto Steel property, correct?

6 THE WITNESS (Parkhurst): That's
7 correct.

8 MR. CASAGRANDE: And I assume you've
9 talked to Feroletto Steel about that and they're
10 okay with that?

11 THE WITNESS (Crosbie): Attorney
12 Casagrande, this is Shawn Crosbie with UI. No, we
13 have not spoken to Feroletto Steel about that.

14 MR. CASAGRANDE: Is it true that
15 under -- give me a second. I'm sorry.

16 Just focusing on Sheet C again, you see
17 the legend to the right of the sheet and it shows
18 a blue triangular area, do you see that?

19 THE WITNESS (Parkhurst): Hi, Mr.
20 Casagrande. This is Matthew Parkhurst. Yes, I
21 see that location.

22 MR. CASAGRANDE: Okay. And even in
23 Sheet C though it shows that the easement, the
24 temporary easement will encroach onto BJ's
25 property by about 19 feet; am I right on that?

1 THE WITNESS (Parkhurst): So the 19
2 feet, that dimension is actually the width of the
3 permanent easement in that location. But yes, in
4 this case the temporary easement would be
5 contiguous.

6 MR. CASAGRANDE: So the 19 foot
7 encroachment would exist both for the temporary
8 easement and the permanent easement, correct?

9 THE WITNESS (Parkhurst): In this
10 location, yes.

11 MR. CASAGRANDE: Okay. And what's the
12 blue triangle intended to designate?

13 THE WITNESS (Parkhurst): The blue
14 triangle, the blue area was intended to show the
15 overlap between where we're proposing a temporary
16 work space and the paved area by the loading dock.

17 MR. CASAGRANDE: So that area does show
18 that the easement will be potentially on the paved
19 area -- will be on the paved area, correct?

20 THE WITNESS (Parkhurst): The temporary
21 construction easement, yes.

22 MR. CASAGRANDE: Okay. And that's
23 about 530 square feet? Let me withdraw that.

24 Is it a fair statement that all but 530
25 square feet of the temporary construction area on

1 BJ's property is occupied by bollards and
2 vegetation, correct?

3 THE WITNESS (Parkhurst): Yes.

4 MR. CASAGRANDE: Okay. Is it not
5 feasible to have that temporary construction area
6 shown on the blue triangle moved so that it is
7 coterminous with the bollards and off of the
8 pavement area?

9 THE WITNESS (Scully): Good afternoon,
10 Mr. Casagrande. My name is Matthew Scully. I'm a
11 construction chief with UI. The reason that area
12 is shown as a temporary work area is there will be
13 accessory equipment that will be needed to be
14 located somewhat near the foundation installation,
15 pickup trucks, delivery equipment, but that won't
16 be fixed for the duration of the operation. So
17 they could move in and out of the area, you know,
18 without disrupting flow into the loading dock for
19 any period of time.

20 MR. CASAGRANDE: Okay. Let's drill
21 down that a little bit. I'm referring to the
22 August 29th hearing at pages 76 to 77. And you
23 might recall this, Mr. Scully, but I think it was
24 Mr. Perrone who asked you on those pages looking
25 at the BJ's property, which was shown on 17 of 29

1 in the application, Mr. Perrone said, "Looking at
2 the proposed work pad area, which areas would UI
3 anticipate having construction matting with that,
4 especially relative to Pole 724S?"

5 And you said, "We would only have to
6 mat really the grassy area around structure 724S."
7 And then you went on to say, "We may have to do a
8 small lip to get up over the curb onto the grassy
9 area behind BJ's parking lot, but nothing that
10 would really prohibit truck access around their
11 loading docks."

12 Do you recall that testimony?

13 THE WITNESS (Scully): I do.

14 MR. CASAGRANDE: Okay. And that's the
15 blue triangle that you're now proposing, right?

16 THE WITNESS (Scully): Correct.

17 MR. CASAGRANDE: Okay. Now, have you
18 reached out to BJ's representatives that the blue
19 triangle area would not, as you say, really
20 prohibit truck access around the loading docks,
21 have you reached out to them to confirm that?

22 THE WITNESS (Scully): We have not.

23 MR. CASAGRANDE: All right. Well,
24 let's go to --

25 THE WITNESS (Scully): Or I should say

1 I have not.

2 MR. CASAGRANDE: Okay. Is there anyone
3 else on the panel who has reached out to BJ's to
4 ascertain that?

5 THE WITNESS (Crosbie): Attorney
6 Casagrande, this is Shawn Crosbie. I can answer.
7 We haven't reached out to BJ's as we don't have an
8 exact final location of 724 as we've proposed a
9 couple alternatives here.

10 MR. CASAGRANDE: So at this point, this
11 is just UI's unilateral determination that the
12 blue triangle would not have an effect on
13 operations?

14 THE WITNESS (Crosbie): Attorney
15 Casagrande, I apologize, your last probably ten
16 seconds went mute on me. Could you just
17 maybe elaborate?

18 MR. CASAGRANDE: Oh, sure. So at this
19 point, the blue triangle that you show on Site
20 Plan C, that's based on your unilateral
21 determination that including the temporary
22 easement area in that blue triangle will not
23 really prohibit truck access around their loading
24 docks; is that true?

25 THE WITNESS (Crosbie): We believe that

1 number 3 would be our best option with the
2 information that we requested as a Late-File last
3 time as truck traffic information so that we could
4 try and design our work pad or temporary easement
5 area in the current pole alignment in Option 3
6 where 724S is located.

7 MR. CASAGRANDE: All right. Let's go
8 to pages 113 to 114 of the August 29th hearing.
9 And you'll recall, this was a question that was
10 asked of Mr. Netreba, Mr. Netreba was asked, the
11 drawing that was referred to on Exhibit B of your
12 prefile testimony basically shows a
13 tractor-trailer's ability to make that corner by
14 the proposed 724 pole. So what this -- and this,
15 I believe, was Mr. Morissette's question. He
16 said, "What this is basically telling me is that
17 the tractor-trailers need all the area up to the
18 bollards, especially if they're going to be
19 parking in the one or two -- two bay slots." And
20 he said, Mr. Netreba answered, "Yes."

21 And he went on to say on page 114, "For
22 every single dock position that we have, pretty
23 much all of the pavement area is required to be
24 used for -- for those maneuvers."

25 Did you take that testimony into

1 account in designating the blue triangle as not
2 having a prohibitive effect on BJ's loading
3 operations?

4 THE WITNESS (Scully): Mr. Casagrande,
5 Matthew Scully again. Yes, that is what was
6 looked at with the impacts for that blue triangle.
7 And what we mean by a minimal impact, like I had
8 stated, is that we may have to park a pickup truck
9 there for a short amount of time to make a
10 delivery, and then it can be moved or relocated to
11 another location, whether it's on the steel
12 property or BJ's property, that would open up the
13 area again for truck traffic.

14 The lip that I referred to, to get up
15 onto the curb may be a simple 2 by 4, so it
16 wouldn't preclude any truck traffic from flowing
17 through that area.

18 MR. CASAGRANDE: All right. But again,
19 you made that determination without consulting
20 with BJ's representatives, correct?

21 THE WITNESS (Scully): That's correct.

22 MR. CASAGRANDE: All right. One more
23 question on Sheet 3 of Late-Filed Exhibit 2-3-1.

24 THE WITNESS (Berman): Mr. Casagrande,
25 this is Todd Berman From United Illuminating. I'd

1 just like to build upon Matt Scully's answer. So
2 what we've provided is alternatives showing ways
3 of absolutely our view of the best techniques to
4 minimize impacts on your trucking logistics. Can
5 we zero that out? I'm not sure, but we can limit
6 it to very, very discrete, well coordinated times
7 with the team at BJ's. But this is not the time
8 in the process when we would typically do that.
9 So I just wanted to add that in so you really
10 understood it.

11 We have stakeholders with delicate
12 trucking logistics, and we work with them in great
13 detail on how to minimize the disruption,
14 including changing our times of work, including,
15 you know, working hand in hand with the
16 stakeholder to sort that out.

17 MR. CASAGRANDE: Thank you. I
18 appreciate that. So your testimony is that you
19 would try your best to try to zero out any
20 potential impact on those operations, but you have
21 to have those discussions with BJ's down the road;
22 is that a fair statement?

23 THE WITNESS (Berman): I can't
24 represent that we can successfully zero it out
25 but --

1 MR. CASAGRANDE: I'm just asking if you
2 would try.

3 THE WITNESS (Berman): It is always our
4 guiding principle is to try to minimize those
5 disruptions. And I would add that we're very good
6 at it.

7 MR. CASAGRANDE: All right.
8 Additionally on Sheet C, the dotted blue line on
9 Sheet C, that shows the area for accessing the
10 temporary construction area, correct?

11 THE WITNESS (Parkhurst): Mr.
12 Casagrande, this is Matthew Parkhurst. You're
13 referring to the blue line?

14 MR. CASAGRANDE: No, the dotted yellow
15 line.

16 THE WITNESS (Parkhurst): The dotted
17 yellow line, that is just -- the dotted yellow
18 line is an access path our vehicles would traverse
19 between the different work pads.

20 MR. CASAGRANDE: Right. And this is
21 the first time, and correct me if I'm wrong, but
22 this is the first time that you've shown that this
23 access area would proceed -- I forget the name of
24 the street to the south -- but it would be through
25 Ferroletto's property going north on Ferroletto's

1 property, then turning west to go on the northern
2 side of BJ's and then turning south again in the
3 front of the BJ's building and making a right to
4 go back out to Black Rock, correct?

5 THE WITNESS (Parkhurst): So we did
6 show the accesses on BJ's property prior in the
7 application. We did add a third, an alternative
8 access on the Ferroletto Steel Company adjacent to
9 the BJ's property, and that was done to try to
10 minimize any impacts to your property. And --

11 MR. CASAGRANDE: Okay. Go ahead. I'm
12 sorry.

13 THE WITNESS (Parkhurst): And then we
14 showed, you see the yellow line on the north side
15 of the building, that was added because now the
16 work pads are smaller than in the version in the
17 application. So we needed to connect the work
18 pads so for vehicle traversalment.

19 MR. CASAGRANDE: Okay. And this is the
20 first time you've shown that access over
21 Ferroletto's property, correct?

22 THE WITNESS (Parkhurst): Correct.

23 MR. CASAGRANDE: And that is, as you
24 say, it's the preferred solution?

25 THE WITNESS (Parkhurst): Correct.

1 MR. CASAGRANDE: All right. And would
2 I be correct to say that you have not contacted
3 Ferroletto Steel to determine if they would consent
4 to this access route over its property?

5 THE WITNESS (Parkhurst): We have not
6 been in touch with Ferroletto Steel.

7 MR. CASAGRANDE: All right. And just
8 focusing on Sheet C again, it's true, is it not,
9 that the temporary equipment access path as it
10 goes south in the front of BJ's property will
11 cross over the parking deck, the concrete parking
12 deck on BJ's, correct?

13 THE WITNESS (Parkhurst): Yes, that's
14 correct.

15 MR. CASAGRANDE: Okay. And we heard
16 the last time from Mr. Natreba that the BJ's
17 parking deck is not able to support commercial
18 trucks or equipment of the size that you would
19 need for your correction, correct, that's what he
20 testified, right?

21 THE WITNESS (Scully): Mr. Casagrande,
22 this is Matthew Scully. Yes, that is correct,
23 that is what was testified to before.

24 MR. CASAGRANDE: And again --

25 THE WITNESS (Scully): But I will point

1 out that having been to the site, I have witnessed
2 trucks access that way across the parking deck
3 from BJ's.

4 MR. CASAGRANDE: All right. And again
5 my question is, have you contacted Mr. Netreba or
6 BJ's to discuss that concern about the weight
7 limits on that parking deck?

8 THE WITNESS (Scully): No, we have not.

9 MR. CASAGRANDE: The last Late-Filed
10 exhibit I'd like to focus on is Exhibit 2-2-1
11 which focuses on this question of localized versus
12 pool-supported, is that the way -- pool-supported
13 versus localized costs? Would that be maybe
14 Mr. Logan?

15 THE WITNESS (Logan): Yes, Mr.
16 Casagrande, that is correct.

17 MR. CASAGRANDE: All right. And in
18 that Exhibit 2-2-1, you testified that "Any
19 privately funded portions of a pool transmission
20 facility project would be considered a localized
21 cost." Am I correct?

22 THE WITNESS (Logan): Ultimately, ISO
23 would make that determination.

24 MR. CASAGRANDE: Right, but that's your
25 understanding of how ISO makes that determination,

1 correct?

2 THE WITNESS (Logan): Yes. But again,
3 ultimately they're the authority that make that
4 determination.

5 MR. CASAGRANDE: Right. And if it's a
6 localized cost, that means it's privately funded,
7 not spread out among the pool, correct?

8 THE WITNESS (Logan): It means it's not
9 regionalized amongst all of New England. It could
10 be just the State of Connecticut, for example, or
11 it could be just UI ratepayers. That's as
12 granular as ISO would identify.

13 MR. CASAGRANDE: All right. And you
14 discussed that determining that cost allocation is
15 defined in the Open Access Transmission Tariff or
16 "the tariff," as I'll put it for short, correct?

17 THE WITNESS (Logan): Correct.

18 MR. CASAGRANDE: And you cite to that
19 document in your testimony, right?

20 THE WITNESS (Logan): Correct.

21 MR. CASAGRANDE: And then you also
22 attached Schedule 12C, which that's an ISO
23 document, right, that's not your summary, that's
24 right out of ISO, correct?

25 THE WITNESS (Logan): That's correct,

1 sir, that's right out of ISO. They keep and
2 maintain that document. It's up to the
3 transmission owners to stay in alignment with
4 that.

5 MR. CASAGRANDE: Okay. And again, as a
6 layman it's hard for me to understand a lot of
7 this language, but am I right in saying basically
8 that 12C sets forth the procedures for ISO to
9 determine whether any privately funded costs will
10 qualify as localized or regional, correct?

11 THE WITNESS (Logan): Correct.

12 MR. CASAGRANDE: And the document goes
13 on to set forth the procedures for how ISO goes
14 about that determination, correct?

15 THE WITNESS (Logan): Correct.

16 MR. CASAGRANDE: And that includes
17 discussion of other transmission alternatives, the
18 benefits of the upgrade over other alternatives,
19 costs and reliability perspectives, correct?

20 THE WITNESS (Logan): Correct.

21 MR. CASAGRANDE: And ISO has certain
22 discretion, correct, to determine the
23 reasonableness of the design, correct?

24 THE WITNESS (Logan): Yes, they do.

25 MR. CASAGRANDE: All right. And at the

1 very end it actually even provides for a dispute
2 resolution procedure if ISO makes a determination
3 that UI deems unsatisfactory, correct, you could
4 go to a mediation procedure, correct?

5 THE WITNESS (Logan): Yes, there is a
6 dispute resolution mechanism, should there be one.

7 MR. CASAGRANDE: Have you approached
8 ISO at this point to find out when it would be
9 appropriate to begin such a process for
10 determining whether if BJ's was willing to fund
11 privately all or part of moving Pole 724 off of
12 its property onto the Metro-North property when it
13 would be -- have you contacted them to determine
14 when it would be appropriate to begin that
15 process?

16 THE WITNESS (Logan): I have not
17 contacted them. That is a unique -- I've never
18 personally experienced that, so I would have to do
19 some research and consult internally on how we
20 would approach that. ISO may not care, if they
21 even say anything about it, and it might be
22 something we have to figure out.

23 MR. CASAGRANDE: Okay. Let me ask you
24 to assume this: If the Siting Council were to
25 approve UI's application with a condition that

1 Pole 724S be moved onto the Metro-North property,
2 will UI commit to work collaboratively with BJ's
3 to seek an ISO determination that BJ's private
4 funding of all or part of that cost qualifies as a
5 localized cost, will you commit to that?

6 THE WITNESS (Crosbie): Attorney
7 Casagrande, could you repeat the question one more
8 time, please?

9 MR. CASAGRANDE: If the Siting Council
10 were to approve this application with a condition
11 that Pole 724S be moved onto the Metro-North
12 property, would UI commit to work collaboratively
13 with BJ's to seek an ISO determination that BJ's
14 private funding of all or part of that cost of
15 moving that pole qualifies as a localized cost?

16 THE WITNESS (Crosbie): Attorney
17 Casagrande, this is Shawn Crosbie again. UI would
18 work towards determining how our cost allocations
19 are done with ISO if we had to determine if any
20 localized costs are needed on this project because
21 right now everything as stated previously on the
22 record is for pool transmission funds. So if
23 something is approved by the Siting Council and
24 it's deemed or evaluated as a local cost, we could
25 evaluate it with ISO, yes.

1 MR. CASAGRANDE: And you would work
2 cooperatively with BJ's to try to get that result,
3 correct?

4 THE WITNESS (Crosbie): We would work
5 through the proper channels for us to take that
6 route, yes.

7 MR. CASAGRANDE: And correct me if I'm
8 wrong, but if ISO approves it as a localized cost,
9 then all other things being equal, wouldn't that
10 result in a reduction in the rate base for UI's
11 customers or the costs of the other transmission
12 owners along the line?

13 THE WITNESS (Logan): Yes, that is
14 correct.

15 MR. CASAGRANDE: Thank you, Mr.
16 Morissette. I have no further questions.

17 THE WITNESS (Berman): Mr. Casagrande,
18 could I just interject briefly? This is Todd
19 Berman.

20 MR. CASAGRANDE: Sure.

21 THE WITNESS (Berman): It's not clear
22 that there are mechanisms where any private party
23 can interject funding so that a structure can be
24 moved from one location to another. I certainly
25 understand that that concept comes from a good

1 like concept place, but it has profound
2 implications for energy, siting of energy
3 infrastructure, something like that. We, as Shawn
4 Crosbie said, we will work this through the proper
5 channels, but there are profound complications
6 with the model you've just described, I suspect.

7 MR. CASAGRANDE: All right. They may
8 be profound, but they're not completely
9 unworkable, right, you don't know that yet, right?

10 THE WITNESS (Berman): That's correct.

11 THE WITNESS (Crosbie): Mr. Morissette,
12 this is Shawn Crosbie with UI.

13 MR. CASAGRANDE: Go ahead. Sorry.

14 MR. MORISSETTE: Go ahead, Mr. Crosbie.

15 THE WITNESS (Crosbie): Being that
16 we're discussing some of the details to the BJ's
17 property and that BJ's has brought up some
18 concerns about where we show equipment access on
19 specifically we'll call it the loading dock, it
20 would be advantageous for UI and as we try and
21 work through this process here at this time and at
22 the next phase of what would be an easement
23 discussion with BJ's, it would be nice to know now
24 so that we could save everybody's time down the
25 road to know what the possible loading capacity of

1 that parking deck or dock would be. That would be
2 a good piece of information for us to have, if
3 that's possible.

4 MR. CASAGRANDE: Mr. Morissette, would
5 you consider that to be a request for a Late-Filed
6 exhibit by BJ's?

7 MR. MORISSETTE: We could consider it
8 as a Late-Filed, but I'm not really sure what that
9 would accomplish, Mr. Crosbie, if you could
10 elaborate on that for me.

11 THE WITNESS (Crosbie): I think based
12 on some of the physical barriers and challenges
13 along the Metro-North right-of-way right there in
14 terms of access, we show access south of the
15 existing Metro-North corridor through BJ's
16 property over their loading dock to move equipment
17 in and out of that location, if we had to find an
18 alternate route, what would that route be, or if
19 we could keep that same route and we would know
20 the capabilities around the kinds of vehicles we
21 could go over that, if it could be to points that
22 were brought up by our construction sheet, Matt
23 Scully, smaller vehicles, or we had to reroute
24 larger construction vehicles, it would be a good
25 piece of information for us to have, similar to

1 like the truck traffic that BJ's is providing us,
2 so we can design our work areas as we have
3 adjusted some of those currently for BJ's.

4 MR. MORISSETTE: Very good. Attorney
5 Casagrande, is that a Late-File that you would be
6 willing to ask for?

7 MR. CASAGRANDE: Unfortunately, Mr.
8 Nentreba has left us. So I guess I would have to
9 ask him, but I don't think it's an inappropriate
10 question.

11 MR. MORISSETTE: I don't either. I
12 think it would be helpful for us all to know
13 because if that access is not a viable option
14 because of the weight limits, then we should know
15 that and that an alternative needs to be resolved
16 here. So let's do that. So we have another
17 Late-File. Thank you, Mr. Crosbie, for suggesting
18 that.

19 THE WITNESS (Crosbie): Thank you.

20 MR. CASAGRANDE: One final question.
21 Let's assume BJ's goes to your office, hands you a
22 check for I think you estimated the cost to be
23 somewhere around 60,000 to \$71,000. They hand you
24 a check, they say you guys don't have to worry
25 about it, ratepayers don't have to worry about it,

1 we'll pay for it. Why is that not a good thing?

2 THE WITNESS (Crosbie): So Attorney
3 Casagrande, this is Shawn Crosbie. I'll provide
4 an answer and then one of my colleagues could also
5 provide the same. We're a regulated utility. And
6 while we appreciate the concept of you working
7 with us through paying the financial compensation
8 in addition to what we believe would be the cost
9 to design and execute the project, we have
10 processes that we have to follow. And a private
11 entity such as BJ's or a property owner coming to
12 our business, handing a check to us, we believe
13 that is an unethical practice.

14 Now, if there's a path that we take to
15 get there and those paths are aligned with those
16 channels, then we're happy to explore that for
17 folks, right. We've mentioned this before in
18 previous testimony that we need to treat everybody
19 the same and follow the process that's outlined
20 for us as a regulated utility in the State of
21 Connecticut.

22 So I hope that provides an answer to
23 your question. I know it doesn't meet what you or
24 your client are proposing right now, but we have a
25 process to follow and keep everything as fair as

1 we possibly can to design and execute our project.

2 MR. CASAGRANDE: And I understand that,
3 Mr. Crosbie, and I appreciate it. And just to be
4 clear, I'm not suggesting that anybody do anything
5 that would be considered unethical by either BJ's
6 or UI. All I'm saying is if we do this in an
7 aboveboard process, full transparency, isn't it
8 not a good thing to at least consider because it
9 would reduce the cost to other affected
10 stakeholders?

11 THE WITNESS (Berman): This is Todd
12 Berman for UI. I think, and again, I echo Shawn,
13 we're happy to explore whether there is a
14 regulatorily appropriate way to execute that.
15 However, it does, it looks workable through the
16 lens of this one case. However, if you begin to
17 expand out a model where private entities can
18 essentially outfund other people in the siting of
19 energy infrastructure, that is a very, very
20 slippery slope. If the mechanism exists, we will
21 look into it transparently. I suspect it does not
22 exist, but I'll be happy to be proven wrong.

23 MR. CASAGRANDE: Thank you. I
24 appreciate your answer. I would just point out
25 for the Council that that's exactly what we asked

1 you to focus on in this Late-File testimony, is
2 there a path to do this. And you're saying now
3 we'll explore it. Well, unfortunately we asked
4 you to do that and you haven't done it yet. And
5 again, we're talking about \$71,000 as I think we
6 did the math last time, it's like .0002.38 percent
7 of this project. So I'm having trouble
8 understanding your slippery slope concern that,
9 you know, this is going to open the floodgates to
10 people outspending other people. But I'll leave
11 it at that.

12 And with that, Mr. Morissette, I have
13 no further questions.

14 MR. MORISSETTE: Thank you, Attorney
15 Casagrande. I too was under the expectation that
16 we'd have an answer to if and how that could
17 occur, but we don't at this point, unfortunately.
18 So we will --

19 MR. CASAGRANDE: Can I ask for a
20 Late-Filed on that, Mr. Morissette?

21 MR. MORISSETTE: I think the 12C
22 discussion was supposed to address that, but
23 unfortunately it didn't get us where we needed to
24 be. So since we already have a Late-File on the
25 weight limit on the parking area, then we'll

1 accept the Late-File for further discussion in how
2 the funds associated with moving the pole by BJ's
3 would be adhered to or managed through the 12C
4 process or the localized process.

5 Okay. So Attorney McDermott, we have
6 six Late-Files I think I have.

7 MR. McDERMOTT: I agree with that
8 count, Mr. Morissette.

9 MR. MORISSETTE: Okay. We have four
10 associated with the double structures on the
11 single structures for the double monopole. Then
12 we have two associated with BJ's, one having to do
13 with the weight and the other having to do with
14 the process in which to process the funds. Okay.

15 MR. CASAGRANDE: That would be a
16 Late-File by UI, correct, Mr. Morissette?

17 MR. MORISSETTE: That is correct.

18 MR. CASAGRANDE: Okay.

19 MR. MORISSETTE: Okay. With that, that
20 concludes our hearing for this afternoon. Thank
21 you, everyone, for your patience.

22 The Council announces that it will
23 continue its evidentiary session of this public
24 hearing on Thursday, November 16, 2023, at 2 p.m.
25 via Zoom remote conferencing. A copy of the

1 agenda for the continued remote evidentiary
2 hearing session will be made available on the
3 Council's Docket 516 webpage, along with the
4 record of this matter, the public hearing notice,
5 instructions for public access to this remote
6 evidentiary hearing session, and the Council's
7 Citizens Guide to Siting Council Procedures.

8 Please note that anyone who has not
9 become a party or intervenor but who desires to
10 make his or her views known to the Council may
11 file written statements to the Council until the
12 close of the record.

13 Copies of the transcript of this
14 hearing will be filed with the City Clerk's Office
15 in Bridgeport and the Town Clerk's Office in
16 Fairfield for the convenience of the public.

17 I hereby declare this hearing
18 adjourned. Thank you, everyone, for your
19 participation. And have a good evening.

20 MR. McDERMOTT: Thank you.

21 (Whereupon, the hearing adjourned at
22 5:18 p.m.)
23
24
25

1 CERTIFICATE FOR REMOTE HEARING

2
3
4 I hereby certify that the foregoing 150 pages
5 are a complete and accurate computer-aided
6 transcription of my original stenotype notes taken
7 before the CONNECTICUT SITING COUNCIL of the
8 CONTINUED REMOTE HEARING IN RE: DOCKET NO. 516,
9 An Application from The United Illuminating
10 Company (UI) for a Certificate of Environmental
11 Compatibility and Public Need for the Fairfield to
12 Congress Railroad Transmission Line 115-kV Rebuild
13 Project that consists of the relocation and
14 rebuild of its existing 115-kilovolt (kV) electric
15 transmission lines from the railroad catenary
16 structures to new steel monopole structures and
17 related modifications along approximately 7.3
18 miles of the Connecticut Department of
19 Transportation's Metro-North Railroad corridor
20 between Structure B648S located east of Sasco
21 Creek in Fairfield and UI's Congress Street
22 Substation in Bridgeport, and the rebuild of two
23 existing 115-kV transmission lines along 0.23 mile
24 of existing UI right-of-way to facilitate
25 interconnection of the rebuilt 115-kV electric
transmission lines at UI's existing Ash Creek,
Resco, Pequonnock and Congress Street Substations
traversing the municipalities of Bridgeport and
Fairfield, Connecticut, which was held before JOHN
MORISSETTE, PRESIDING OFFICER, on October 17,
2023.

22 

23 -----
24 Lisa L. Warner, CSR 061
25 Court Reporter

I N D E X

BWC'S WITNESS: (Previously sworn)

PATRICK NETREBA

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Mr. Silvestri

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Mr. Nguyen

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Mr. Morissette

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Mr. McDermott

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APPLICANT'S WITNESSES: (Previously sworn)

CORRENE AUER

TODD BERMAN

AZIZ CHOUHDERY

SHAWN CROSBIE

BENJAMIN COTTS

LESLIE DOWNEY

BRIAN GAUDET

DAVID R. GEORGE

ZACHARY LOGAN

MATTHEW PARKHURST

ANNETTE POTASZ

MEENA SAZANOWICZ

DAVID E. LESLIE

MATTHEW SCULLY

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1 I n d e x: (Cont'd)

2
3 BJ's WHOLESALE CLUB, INC. EXHIBITS
4 (Received in evidence)

EXHIBIT	DESCRIPTION	PAGE
5 III-B-3	BWC Late-Filed Exhibit (redacted), 6 dated October 3, 2023	38
7 III-B-4	BWC Pre-filed testimony of Patrick 8 Netreba, dated October 3, 2023	38
9 III-B-5	Signed protective order on 10 Late-Filed Exhibit response, dated 11 October 12, 2023	38

12 APPLICANT'S EXHIBITS
13 (Received in evidence)

EXHIBIT	DESCRIPTION	PAGE
14 II-B-14	Applicant's Pre-Filed testimony 15 of Correne Auer, dated 16 October 3, 2023	56
17 II-B-15	Applicant's Pre-Filed testimony 18 of Matthew Parkhurst, dated 19 October 3, 2023	56
20 II-B-16	Applicant's Pre-Filed testimony 21 of MeeNa Sazanowicz, dated 22 October 3, 2023	56
23 II-B-17	Applicant's response to Fairfield 24 Station Lofts Interrogatories, dated 25 October 3, 2023	56
II-B-18	Applicant's Late-Filed Exhibits, dated October 3, 2023	56